

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.

PLAINTIFFS

VS.

CAUSE NO. 13402-15-77

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIAN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10

DEFENDANTS

COMPLAINT

COME NOW Plaintiffs, JAMES S. OLIN; JOHN G. MCNEIL; AND JOHN A. MCNEIL, JR., through undersigned counsel, and in support of their Complaint would state as follows:

PARTIES

1. Plaintiff James S. Olin is an adult resident of Tennessee. Plaintiff John G. McNeil is an adult resident of Florida. Plaintiff John A. McNeil, Jr., is an adult resident of Alabama. All Plaintiffs may be served with process through undersigned counsel.
2. Defendant Luther, Collier, Hodges & Cash, LLP, is a law firm organized and based in Alabama, with offices in Alabama, Florida and Mississippi. This Defendant may be served with process through its agent for service, Vcorp Agent Services, Inc., 6917 Wrenwood Dr., Horn Lake, MS 38637; or wherever it may be found.
3. Defendant Lucian Hodges is an adult resident of Alabama, who can be served at 401 Church St., Mobile, AL 36602-2300, or wherever he may be found. Mr. Hodges is licensed to practice law in Mississippi.
4. Sam Gaillard Ladd, Jr., is an adult resident of Alabama, who can be served at 63 South

Page 1 of 5



Royal Street, 13th Floor Riverview Plaza, Mobile, Alabama 36602, or wherever he may be found. Mr. Ladd is licensed to practice law in Mississippi.

5. Defendants John Does 1-10 are individuals or entities, whose identities are not currently known, but whose actions or inactions may have contributed to the Plaintiffs' injuries. When the identities are determined, the pleadings will be amended.
6. This is a lawsuit for damages based on professional negligence. The causes of action occurred or accrued in Harrison County, Mississippi, Second Judicial District.
7. This Court has jurisdiction of the subject matter and parties, and venue is proper.

FACTS

8. Defendants Luther, Collier, Hodges & Cash LLP; Lucian Hodges; and Sam Gaillard Ladd, Jr., (collectively, "the Defendants"), were attorneys representing the Plaintiffs and their company, Sterling Development Company, LLC, against claims contained in a lawsuit styled *BancorpSouth Bank v. Sterling Dev. Co., LLC, et al.*, Harrison County Circuit Court, 2nd Jud. Dist., Cause No. A2402-11-57.
9. In the underlying litigation, the Defendants were retained by Sterling Development Company, LLC, and its members/guarantors, the Plaintiffs, to defend against claims asserted by BancorpSouth Bank. Specifically, the bank sought \$1.4 million in arrearage, plus interest, costs and fees, related to commercial loans made to Splash-Biloxi, LLC, and personally guaranteed by the Plaintiffs, individually.
10. Lucian Hodges previously had represented one or more of the Plaintiffs and their business interests, and he was contacted by Plaintiffs after the BancorpSouth lawsuit was received.
11. Hodges agreed to defend the Plaintiffs, and assigned or associated Sam Gaillard Ladd, Jr.,

to work on the file.

12. An application for entry of default was filed by BancorpSouth prior to the Defendants filing an answer.
13. Subsequently, the Defendants failed to respond to a motion for default judgment filed by BancorpSouth.
14. Defendants then missed a default judgment hearing held before Hon. Lisa Dodson on Sept. 21, 2012.
15. At the conclusion of that hearing, a \$1.9 million judgment was rendered against the Plaintiffs, jointly and severally. See Exhibit "A," to this Complaint.
16. The judgment included: \$1,094,900.27 for unpaid loan principal; \$387,870.29 for pre-judgment interest; \$489,446.28 for attorney fees; plus late fees, post-judgment interest and court costs.
17. The judgment then was placed on the public judgment roll. See Exhibit "B," to this Complaint.

COUNT I: PROFESSIONAL NEGLIGENCE

18. The averments contained in the preceding paragraphs are cited and incorporated as if fully restated in this paragraph.
19. At all relevant times, an attorney-client relationship existed between the Plaintiffs and the Defendants.
20. The Defendants owed each Plaintiff the duties of care, loyalty, fidelity and all other duties contained in the attorney-client relationship. This relationship was in the form of a contract. These duties, and each of them, were fiduciary in nature.

21. The Defendant attorneys held themselves out to Plaintiffs as experienced litigators, possessing the level of expertise consistent with the circumstances of the case.
22. The Plaintiffs were entitled to rely on the attorneys to possess such expertise, and to take all proper steps to protect and defend the Plaintiffs in the subject litigation.
23. By failing to timely answer the lawsuit, failing to respond to the request for default, and failing to attend the default judgment hearing, the Defendants breached the duties owed to the Plaintiffs, and breached the contract between them.
24. These actions constituted negligence as a matter of law.
25. The Defendants' negligence directly or proximately caused entry of the \$1.9 million judgment against the Defendants, Exs. "A," "B."
26. The Plaintiffs, and each of them, have incurred other damages, including without limitation, attorney fees and other costs, the amounts and types of which will be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, James S. Olin; John G. McNeil; and John A. Mcneil, Jr., and each of them individually, request this Court to hold the Defendants, and each of them individually, liable for negligence, and to award Plaintiffs compensatory damages, attorney fees and costs. Plaintiffs also request general relief as may be just and proper.

Respectfully Submitted;

JAMES S. OLIN; JOHN G. MCNEIL; AND JOHN A. MCNEIL, JR.,
Plaintiffs

By: JOHNSON LAW PRACTICE, PLLC

s/R. Hayes Johnson, Jr.

R. Hayes Johnson , Jr. (MSB #10697)
Johnson Law Practice, PLLC
1902 21ST Ave., Gulfport, MS 39501
P. O. Box 717, Long Beach, MS 39560
228.868.5499-o; 888.647.3665-f
Email: rhayesj@gmail.com

COVER SHEET		COURT OF HARRISON																																															
<p style="text-align: center;">(To be completed by Attorney/Party Prior to Filing of Pleading)</p> <p style="text-align: center;">Mississippi Supreme Court Administrative Office of Courts Form AOC-01 (Revised 1/1/2001)</p>		<p style="text-align: center;">This area to be completed by clerk</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">County #</td> <td style="width: 20%;">Judicial Court ID</td> <td style="width: 20%;">Date</td> <td style="width: 20%;">Month</td> <td style="width: 20%;">Year</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <p style="text-align: center;">Docket Identification</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Docket Number</td> <td style="width: 20%;">County #</td> <td style="width: 20%;">Judicial Court ID</td> <td style="width: 20%;">Date</td> <td style="width: 20%;">Month</td> <td style="width: 20%;">Year</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <p style="text-align: center;">Case Year</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Docket Number</td> <td style="width: 20%;">County #</td> <td style="width: 20%;">Judicial Court ID</td> <td style="width: 20%;">Date</td> <td style="width: 20%;">Month</td> <td style="width: 20%;">Year</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table> <p style="text-align: center;">Local Docket ID</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20%;">Docket Number</td> <td style="width: 20%;">County #</td> <td style="width: 20%;">Judicial Court ID</td> <td style="width: 20%;">Date</td> <td style="width: 20%;">Month</td> <td style="width: 20%;">Year</td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>		County #	Judicial Court ID	Date	Month	Year						Docket Number	County #	Judicial Court ID	Date	Month	Year							Docket Number	County #	Judicial Court ID	Date	Month	Year							Docket Number	County #	Judicial Court ID	Date	Month	Year						
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<p>Short Style of Case: <u>Winters v. Winters, et al.</u></p> <p>Party Filing Initial Pleading: <u>Complaint</u></p> <p>Check (✓) if Not an Attorney <input type="checkbox"/> Check (✓) if Pro Hac Vice <input type="checkbox"/></p> <p>Compensatory Damages Sought: \$ <u>10,000</u></p> <p>Punitive Damages Sought: \$ <u>0</u></p> <p>If "yes" is checked, please submit a completed Child Support Information Sheet with Final Decree/Judgment <input type="checkbox"/></p> <p>Is Child Support contemplated as an issue in this suit? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>Plaintiff - Party(ies) Initially Bringing Suit Should Be Entered First (First Name in Short Style) - Enter Additional Plaintiff's on Separate Form</p> <p>Individual: <u>James</u> Last Name <u>James</u> First Name <u>James</u> Maiden Name, if Applicable <u>S.</u> Middle Initial <u>S.</u> Jr./Str/III/V</p> <p>Address of Plaintiff: <u>P.O. Box 712, Long Beach, MS 39560</u></p> <p>Check (✓) if Individual Plaintiff is acting in capacity as Executor(rix) or Administrator(rix) of an Estate, and enter style: <u> </u></p> <p>Estate of <u> </u></p> <p>Check (✓) if Individual Defendant is acting in capacity as Executor(rix) or Administrator(rix) of an Estate, and enter style: <u> </u></p> <p>First Name <u> </u> Maiden Name, if Applicable <u> </u></p> <p>Business: <u> </u> D/B/A Agency <u> </u></p> <p>Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the above, and enter below: <u> </u></p> <p>Check (✓) if Business Defendant is filing suit in the name of an entity other than the above, and enter below: <u> </u></p> <p>Defendant - Name of Defendant (First Name in Short Style) - Enter Additional Defendants on Separate Form</p> <p>Individual: <u> </u> Last Name <u> </u> First Name <u> </u> Maiden Name, if Applicable <u> </u></p> <p>Address of Plaintiff: <u> </u></p> <p>Check (✓) if Individual Defendant is acting in capacity as Executor(rix) or Administrator(rix) of an Estate, and enter style: <u> </u></p> <p>Estate of <u> </u></p> <p>Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (d/b/a) or State Agency, and enter entity: <u> </u></p> <p>Business: <u> </u> D/B/A Agency <u> </u></p> <p>Check (✓) if Business Defendant is being sued in the name of an entity other than the above, and enter below: <u> </u></p> <p>D/B/A: <u> </u></p> <p>Attorney for this Defendant: <u> </u> Bar No. <u> </u> or Name: <u> </u></p> <p>In left hand column, check one (1) box that best describes the nature of this suit. In right hand column check all boxes which indicate secondary claims.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Domestic Relations</p> <p>Child Custody/Violation</p> <p>Child Support</p> <p>Contempt</p> <p>Divorce Fault</p> <p>Domestic Abuse</p> <p>Emancipation</p> <p>Marital Division</p> <p>Separate Maintenance</p> <p>Termination of Parental Rights</p> <p>URSA (formerly URESA)</p> <p>Other</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Contract</p> <p>Breach of Contract</p> <p>Insurance</p> <p>Product Liability under Contract</p> <p>Other</p> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Probate</p> <p>Accounting (Probate)</p> <p>Birth Certificate Correction</p> <p>Conservatorship</p> <p>Guardianship</p> <p>Marriage</p> <p>Intestate Estate</p> <p>Minor's Settlement</p> <p>Murder of Title</p> <p>Name Change</p> <p>Power of Attorney</p> <p>Testate Estate</p> <p>Will Contest</p> <p>Other</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Statutes/Rules</p> <p>Bona Fide</p> <p>Declaratory Judgment</p> <p>ERISA</p> <p>Eminent Domain</p> <p>Extraordinary Will</p> <p>Federal Statutes</p> <p>Injunction or Restraining Order</p> <p>Municipal Annexation</p> <p>Racism (RICO)</p> <p>Seaman</p> <p>Railroad</p> <p>Other</p> </td> </tr> </table> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Real Property</p> <p>Adverse Possession</p> <p>Ejectment</p> <p>Eminent Domain</p> <p>Judicial Foreclosure</p> <p>Lease Assertion</p> <p>Partition</p> <p>Receiver Appointment</p> <p>Tax Sale Confirmation/Cancellation</p> <p>Title Boundary &/or Easement</p> <p>Other</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Civil Rights</p> <p>Discrimination</p> <p>Habeas Corpus</p> <p>Post Conviction Relief</p> <p>Other</p> </td> </tr> </table>		<p>Domestic Relations</p> <p>Child Custody/Violation</p> <p>Child Support</p> <p>Contempt</p> <p>Divorce Fault</p> <p>Domestic Abuse</p> <p>Emancipation</p> <p>Marital Division</p> <p>Separate Maintenance</p> <p>Termination of Parental Rights</p> <p>URSA (formerly URESA)</p> <p>Other</p>	<p>Contract</p> <p>Breach of Contract</p> <p>Insurance</p> <p>Product Liability under Contract</p> <p>Other</p>	<p>Probate</p> <p>Accounting (Probate)</p> <p>Birth Certificate Correction</p> <p>Conservatorship</p> <p>Guardianship</p> <p>Marriage</p> <p>Intestate Estate</p> <p>Minor's Settlement</p> <p>Murder of Title</p> <p>Name Change</p> <p>Power of Attorney</p> <p>Testate Estate</p> <p>Will Contest</p> <p>Other</p>	<p>Statutes/Rules</p> <p>Bona Fide</p> <p>Declaratory Judgment</p> <p>ERISA</p> <p>Eminent Domain</p> <p>Extraordinary Will</p> <p>Federal Statutes</p> <p>Injunction or Restraining Order</p> <p>Municipal Annexation</p> <p>Racism (RICO)</p> <p>Seaman</p> <p>Railroad</p> <p>Other</p>	<p>Real Property</p> <p>Adverse Possession</p> <p>Ejectment</p> <p>Eminent Domain</p> <p>Judicial Foreclosure</p> <p>Lease Assertion</p> <p>Partition</p> <p>Receiver Appointment</p> <p>Tax Sale Confirmation/Cancellation</p> <p>Title Boundary &/or Easement</p> <p>Other</p>	<p>Civil Rights</p> <p>Discrimination</p> <p>Habeas Corpus</p> <p>Post Conviction Relief</p> <p>Other</p>	<p>Case Number if filed prior to 1/1/94</p>																																									
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IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
2nd JUDICIAL DISTRICT, CITY OF Biloxi

Docket No. _____
 File Yr _____ Chrono logical No. _____ Clerk's Local ID _____

Docket No. If Filed
 Prior to 1/1/94 _____

PLAINTIFFS IN REFERENCED CAUSE - Page 1 of ____ Plaintiffs Pages
 IN ADDITION TO PLAINTIFF SHOWN ON CIVIL CASE FILING FORM COVER SHEET

Plaintiff #2:

Individual: McNeil John (_____) G Jr/Sr/III/IV
 Last Name First Name Maiden Name, if Applicable Middle Init

____ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: 10697 Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

Plaintiff #3:

Individual: McNeil John (_____) A Jr.
 Last Name First Name Maiden Name, if Applicable Middle Init Jr/Sr/III/IV

____ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: 10697 Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

Plaintiff #4:

Individual: _____ (_____) _____
 Last Name First Name Maiden Name, if Applicable Middle Init Jr/Sr/III/IV

____ Check (✓) if Individual Plaintiff is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:

Estate of _____

____ Check (✓) if Individual Plaintiff is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:

D/B/A _____

Business _____

Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Plaintiff is filing suit in the name of an entity other than the name above, and enter below:

D/B/A _____

ATTORNEY FOR THIS PLAINTIFF: _____ Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
JUDICIAL DISTRICT, CITY OF

Docket No. _____
 File Yr _____ Chrono logical No. _____ Clerk's Local ID _____

Docket No. If Filed
 Prior to 1/1/94 _____

**DEFENDANTS IN REFERENCED CAUSE - Page 1 of ____ Defendants Pages
 IN ADDITION TO DEFENDANT SHOWN ON CIVIL CASE FILING FORM COVER SHEET**

Defendant #2:

Individual: Hodges Last Name Lucian First Name (_____) Middle Init _____ Jr/Sr/III/IV _____
 (Maiden Name, if Applicable)

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style
 Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:
 D/B/A _____

Business _____
 Enter legal name of business, corporation, partnership, agency - If Corporation, indicate state where incorporated

____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:
 D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

Defendant #3:

Individual: Ladd Last Name Sam First Name (_____) G. Middle Init _____ Jr. _____
 (Maiden Name, if Applicable)

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
 Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:
 D/B/A _____

Business _____
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____ Check (✓) if Business Defendant is being sued in the name of an entity other than the name above, and enter below:
 D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

Defendant #4:

Individual: _____ Last Name _____ First Name (_____) _____ Middle Init _____ Jr/Sr/III/IV _____
 (Maiden Name, if Applicable)

____ Check (✓) if Individual Defendant is acting in capacity as Executor(trix) or Administrator(trix) of an Estate, and enter style:
 Estate of _____

____ Check (✓) if Individual Defendant is acting in capacity as Business Owner/Operator (D/B/A) or State Agency, and enter that name below:
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Business _____
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____ Check (✓) if Business Defendant is being sued in the name of an entity other than the above, and enter below:
 D/B/A _____

ATTORNEY FOR THIS DEFENDANT: _____ Bar # or Name: _____ Pro Hac Vice (✓) _____ Not an Attorney(✓) _____

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

BANCORPSOUTH BANK

PLAINTIFF

VERSUS

CAUSE NO. A2402-11-57

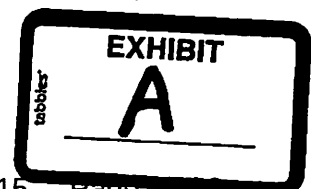
STERLING DEVELOPMENT COMPANY, LLC,
DAVAGE J. RUNNELS, JOHN A. MCNEIL, JR.,
JAMES S. OLIN AND JOHN G. MCNEIL

DEFENDANTS

ORDER

This Cause came on to be heard on BancorpSouth Bank's Motion for Default Judgment against Davage J. Runnels, John A. McNeil Jr., James S. Olin, and John G. McNeil (hereinafter collectively "Defendants") pursuant to Rule 55(b) of the Mississippi Rules of Civil Procedure, and the Court having found that the Defendants have been each duly served with the Summons and Complaint; none of these Defendants are infants or unrepresented incompetent persons. The Court finds that the Clerk of the Court entered default against Defendants on May 22, 2012 and Defendants have not sought to have such entry of default set aside in accordance with Mississippi Rule of Civil Procedure 55(c). The Court finds that the Plaintiff, BancorpSouth Bank, is entitled to a default judgment against Defendants, Davage J. Runnels, John A. McNeil Jr., James S. Olin, and John G. McNeil. *AS MORE fully set forth in the RECORD.* It is, therefore,

ORDERED AND ADJUDGED that judgment is hereby entered in favor of Plaintiff and against Defendants Davage J. Runnels, John A. McNeil Jr., James S. Olin, and John G. McNeil, jointly and severally, in the principal sum of \$1,094,900.27, for prejudgment interest in the amount of \$387,870.29, for post judgment interest at the contract rate of 5.25% per annum, for a



late fee in the amount of \$400.00, for attorney's fees in the amount of \$489,446.28, and for court costs, for all of which let execution issue.

ORDERED this the 21st day of September, 2012.

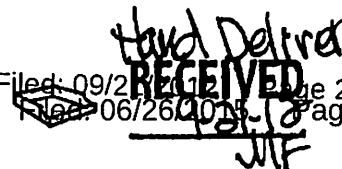

CIRCUIT COURT JUDGE

Document prepared by:

Michael E. Whitehead, MSB #8891
**PAGE, MANNINO, PERESICH &
McDERMOTT, P.L.L.C.**
759 Vieux Marche Mall (39530)
P.O. Drawer 289
Biloxi, Mississippi 39533
Telephone: 228.374.2100
Facsimile: 228.374.3838

FILED
SEP 21 2012

GAYLE PARKER
CIRCUIT CLERK
BY:  D.C.


RECEIVED
JTF

CIVIL CASE DISPOSITION REPORT

IN THE CIRCUIT COURT OF Harrison COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

Docket No. 2011 - 57 242 CI Docket No. If Filed
 File Yr. Chronological No. Clerk's Local ID Prior to 1/1/94

*Date this action was filed 03/23/2011
 Month/Day/Year

OR *If dispositive of the original action that created this case, enter that date,
 If this disposes of debt collection, modification, contempt, or other issues
 addressed after the original filing, enter the date it was re-opened.

Dispositive of all Parties? Yes ☒ No, only the following Party(ies) Davage J. Runnels, John A. McNeil, Jr., James S. Olin, &
 (An attachment may be used if there are numerous parties) John G. McNeil

No, only the following Attorney(s)

Name Bar No.

Name Bar No.

Enter Ruling Judge Bar No. 6140

Date of Disposition 09 / 21 / 2012
 Month Day Year

Action: ☒ Ruling on Motion ☐ Ex Parte ☐ Temporary Hearing
☐ Contempt/Modification ☐ Settlement Conference ☐ Pre-Trial Conference
☐ Case Administration ☐ Discovery other than Motion ☐ Bench Trial
☐ Jury Trial ☐ Mediation Ordered

Damages Awarded: Compensatory: \$ Punitive: \$

(List Amount or Range Letter):

Range A = 1¢-\$500 Range B = \$501-1,000 Range C = \$1,001-10,000 Range D = \$10,001-50,000 Range E = \$50,001-100,000
 Range F = \$100,000-500,000 Range G = \$500,000-1,000,000 Range H = \$1,000,000+ Range I = -0-

Method of Disposition:

☒ Default Judgment ☐ Final Judgment/Decree ☐ Bankruptcy Discharged
☐ Summary Judgment ☐ Judgment by Stipulation ☐ Estate Closed
☐ Dismissed without Prejudice ☐ Agreed Judgment ☐ Fiduciary Appointed
☐ Dismissed with Prejudice ☐ Original Judgment Modified ☐ Guardian/Conservatorship Appointed
☐ Dismissed, Lack of Prosec. ☐ Vacating Previous Ruling ☐ Protective Order (Check if Domestic Violence)
☐ Dismissed by Agreement ☐ New Trial Granted ☐ Commitment
☐ Change of Venue ☐ Foreign Judgment Closed ☐ Garnishment Issued
☐ Transferred ☐ Satisfaction of Judgment ☐ Garnishment Abeyance Order Issued
☐ Removed to Fed. Court ☐ Drivers License Reins./Hard. ☐ Garnishment Canceled: Bankruptcy
☐ Writ Issued ☐ Canceled ☐ Letters Rogatory
☐ Affirmed on Appeal ☐ Order of Mediation ☐ Case Consolidation
☐ Not Entered Yet ☐ Termination of Parental Rights ☐ Other(list)

Was Child Support ordered in the disposition of the current matter? Yes ☒ No

If "Yes" was checked, make sure that Child Support Information Sheet was completed and submitted with the Civil Case Filing Form.

Case: 24CI2:15-cv-00097 Document #: 1-2 Filed: 06/26/2015 Page 3 of 3



Currently it's 64.3°F and winds are from the W @ 7.0 mph



Board of Supervisors

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Downloadable Forms
Elections and Voting
Fees
Marriage Licenses
Judgement Roll Search
Marriage License Search

Plaintiff(s)
Name: BANCORPSOUTH BANK
Address: P O BOX 70 BILOXI MS
Satisfied: N
Satisfied Date: 0/0/0000
Remarks: SEE ORDER FOR FEES

VERSUS

Defendant(s)
Name: OLIN, JAMES S
Address: 504 LAKE VALLEY COURT FRANKLIN TN
Satisfied: N
Satisfied Date: 0/0/0000
Remarks: SEE ORDER FOR FEES



Harrison County Judicial 1
1801 23rd Ave
Gulfport, MS 39501

Harrison County Judicial 2
730 Dr. Martin Luther King, Jr. Blvd
Biloxi, MS 39530



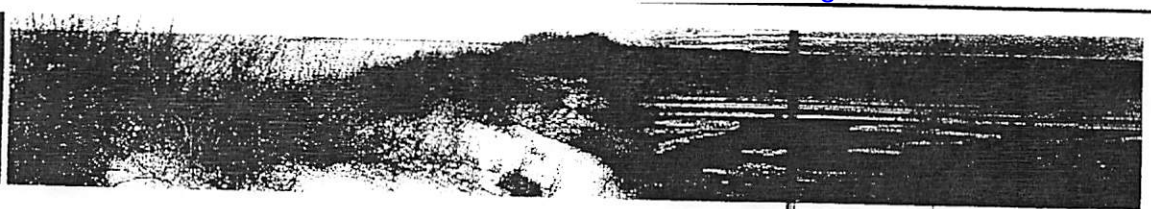
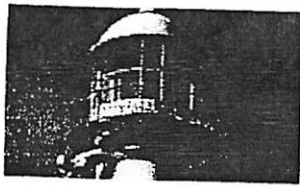
File Number	990700	Judgment Amounts	\$1,094,900.27
Case Number	A24021100057		\$126.00
			\$0.00
Court of Origin	Circuit Court		\$0.00
Book/Page	Book: 0 Page: 0		\$0.00
		Total Judgment	\$1,095,026.27
Enrollment Date/Time	9/24/2012	Renewed (Y/N)?	N
Rendition Date	9/21/2012	Renewal Date	0/0/0000

[Previous Page](#) | [Search Again](#) | [Search Judicial 2](#)

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Currently, there are 73 people online

EXHIBIT

B



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Judgement Rolls - Judicial District 2 Search Result

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Harrison County, Judicial 1
1001 23rd St. N.
Tomball, MS 38864

Harrison County, Judicial 2
1001 Dr. Martin Luther King, Jr. Blvd.
Tomball, MS 38864

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Plaintiff(s)

Name: BANCORPSOUTH BANK

Address: P O BOX 70 BILOXI MS

Satisfied: N

Satisfied Date: 0/0/0000

Remarks: SEE ORDER FOR FEES/PARTIAL RELEASE OF JUDGMENT AS TO JAMES OLIN ONLY

VERSUS

Defendant(s)

Name: MCNEIL, JOHN G

Address: 211 MATTIES WAY DESTIN FL

Satisfied: N

Satisfied Date: 0/0/0000

Remarks: SEE ORDER FOR FEES/PARTIAL RELEASE OF JUDGMENT AS TO JAMES OLIN ONLY

File Number

990703

Case Number

424021100057

Court of Origin

Circuit Court

Book/Page

Book: 0 Page: 0

Enrollment Date/Time

9/25/2012

Rendition Date

9/21/2012

Judgment Amounts

\$1,094,900.27

\$126.00

\$0.00

\$0.00

\$0.00

\$1,095,026.27

Total Judgement

Renewed (Y/N)?

N

Renewal Date

0/0/0000

[Previous Page](#) | [Search Again](#) | [Search Judicial 2](#)

Harrison County Board of Supervisors / 2002 - 2015
Harrison County Board of Supervisors



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Harrison County Judicial 1

1350 N. 23rd Ave.
Tulsa, OK 74101

Harrison County Judicial 2

700 Dr. Martin Luther King, Jr. Blvd.
Tulsa, OK 74101

[Follow us On](#)

Plaintiff(s)

Name: BANCORPSOUTH BANK

Address: P O BOX 70 BILOXI MS

Satisfied: N

Satisfied Date: 0/0/0000

Remarks: SEE ORDER FOR FEES/PARTIAL RELEASE OF JUDGMENT AS TO JAMES OLIN ONLY

VERSUS

Defendant(s)

Name: MCNEIL, JOHN A JR

Address: 4502 OLDE PLANTATION PLACE DESTIN FL

Satisfied: N

Satisfied Date: 0/0/0000

Remarks: SEE ORDERS FOR FEES/PARTIAL RELEASE OF JUDGMENT AS TO JAMES OLIN ONLY

File Number

990702

Case Number

A24021100057

Court of Origin

Circuit Court

Book/Page

Book: 0 Page: 0

Enrollment Date/Time

9/25/2012

Rendition Date

9/21/2012

Judgment Amounts

\$1,094,900.27

\$126.00

\$0.00

\$0.00

\$0.00

\$1,095,026.27 Total Judgement

Renewed (Y/N)?

N

Renewal Date

0/0/0000

[Previous Page](#) | [Search Again](#) | [Search Judicial 2](#)

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© Harrison County, Board of Supervisors

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CAUSE NO. A2402-15-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIAN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

SUMMONS

THE STATE OF MISSISSIPPI

LUCIAN HODGES
401 Church St.
Mobile, AL 36602-2300

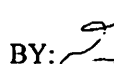
You have been made a Defendant in the Complaint filed in this Court by, JAMES S. OLIN; JOHN G. MCNEIL; AND JOHN A. MCNEIL, JR., seeking damages related to a cause of action that occurred or accrued in the Second Judicial District of Harrison County, Mississippi.

You are required to mail or hand-deliver a copy of a written response to the Complaint to R. Hayes Johnson, Jr., P.O. Box 717, Long Beach, MS 39560; and whose telephone number is (228) 868-5499; attorney for Plaintiffs.

YOUR RESPONSE MUST BE MAILED OR DELIVERED WITHIN THIRTY (30) DAYS AFTER SERVICE OF THIS SUMMONS ON YOU. IF YOUR RESPONSE IS NOT SO MAILED OR DELIVERED, A JUDGMENT OF DEFAULT WILL BE ENTERED AGAINST YOU FOR THE RELIEF DEMANDED BY THE PETITION.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 13th day of July, 2015.

BY:  Clerk of Harrison County, P.C.
Gayle Parker, Clerk of Harrison County, Mississippi



Issued by and return to:

R. Hayes Johnson, Jr. (MSB #10697)
JOHNSON LAW PRACTICE, PLLC
P.O. Box 717, Long Beach, MS 39560
228.868.5499-o/888.647.3665-f
rhayesi@gmail.com/jlpnotices@gmail.com

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CAUSE NO. A2402-15-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIAN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

SUMMONS

THE STATE OF MISSISSIPPI

SAM GAILLARD LADD, JR.
63 South Royal Street
13th Floor Riverview Plaza
Mobile, AL 36602

You have been made a Defendant in the Complaint filed in this Court by, JAMES S. OLIN; JOHN G. MCNEIL; AND JOHN A. MCNEIL, JR., seeking damages related to a cause of action that occurred or accrued in the Second Judicial District of Harrison County, Mississippi.

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You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 13th day of July, 2015.

BY:  D.C.
Gayle Barker, Clerk of Harrison County, Mississippi



Issued by and return to:

R. Hayes Johnson, Jr. (MSB #10697)
JOHNSON LAW PRACTICE, PLLC
P.O. Box 717, Long Beach, MS 39560
228.868.5499-o/888.647.3665-f
rhayesj@gmail.com/jlplnotices@gmail.com

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CAUSE NO. A2402-15-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIAN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

SUMMONS

THE STATE OF MISSISSIPPI

**LUTHER, COLLIER, HODGES, & CASH, LLP
c/o Vcorp Agent Services, Inc., its agent
6917 Wrenwood Dr.
Horn Lake, MS 38637**

You have been made a Defendant in the Complaint filed in this Court by, JAMES S. OLIN; JOHN G. MCNEIL; AND JOHN A. MCNEIL, JR., seeking damages related to a cause of action that occurred or accrued in the Second Judicial District of Harrison County, Mississippi.

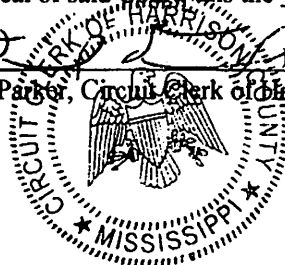
You are required to mail or hand-deliver a copy of a written response to the Complaint to R. Hayes Johnson, Jr., P.O. Box 717, Long Beach, MS 39560; and whose telephone number is (228) 868-5499; attorney for Plaintiffs.

YOUR RESPONSE MUST BE MAILED OR DELIVERED WITHIN THIRTY (30) DAYS AFTER SERVICE OF THIS SUMMONS ON YOU. IF YOUR RESPONSE IS NOT SO MAILED OR DELIVERED, A JUDGMENT OF DEFAULT WILL BE ENTERED AGAINST YOU FOR THE RELIEF DEMANDED BY THE PETITION.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 13th day of July, 2015.

BY: [Signature]
Gayle Parker, Circuit Clerk of Harrison County, Mississippi



Issued by and return to:

**R. Hayes Johnson, Jr. (MSB #10697)
JOHNSON LAW PRACTICE, PLLC
P.O. Box 717, Long Beach, MS 39560
228.868.5499-o/888.647.3665-f
rhayesj@gmail.com/jlplnotices@gmail.com**

From:1234

10/01/2015 12:26

#292 P.006/007

Rethun

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CAUSE NO. A2402-15-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIAN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

SUMMONS

THE STATE OF MISSISSIPPI

**LUTHER, COLLIER, HODGES, & CASH, LLP
c/o Vcorp Agent Services, Inc., its agent
6917 Wrenwood Dr.
Horn Lake, MS 38637**

You have been made a Defendant in the Complaint filed in this Court by, JAMES S. OLIN; JOHN G. MCNEIL; AND JOHN A. MCNEIL, JR., seeking damages related to a cause of action that occurred or accrued in the Second Judicial District of Harrison County, Mississippi.

You are required to mail or hand-deliver a copy of a written response to the Complaint to R. Hayes Johnson, Jr., P.O. Box 717, Long Beach, MS 39560; and whose telephone number is (228) 868-5499; attorney for Plaintiffs.

YOUR RESPONSE MUST BE MAILED OR DELIVERED WITHIN THIRTY (30) DAYS AFTER SERVICE OF THIS SUMMONS ON YOU. IF YOUR RESPONSE IS NOT SO MAILED OR DELIVERED, A JUDGMENT OF DEFAULT WILL BE ENTERED AGAINST YOU FOR THE RELIEF DEMANDED BY THE PETITION.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 13th day of July, 2015.

BY: *[Signature]* D.C.

Gayle Parker, Circuit Clerk of Harrison County, Mississippi



Issued by and return to:

**R. Hayes Johnson, Jr. (MSB #10697)
JOHNSON LAW PRACTICE, PLLC
P.O. Box 717, Long Beach, MS 39560
228.868.5499-o/888.647.3665-f
rhayesj@gmail.com/jlplnotices@gmail.com**

From:1234

10/01/2015 12:27

#292 P.007/007

PROOF OF SERVICE- SUMMONS

(Process Server)

Name of Person or Entity Served:

Lucian Hodges

I, the undersigned process server, served the Summons and Complaint upon the person or entity named above in the manner set forth below:

☒ **PERSONAL SERVICE.** I personally delivered copies to Lucian Hodges on the 1st day of Oct, 2015, where I found said person(s) in Mobile County of the State of Alabama.

☐ **RESIDENCE SERVICE.** After exercising reasonable diligence, I was unable to deliver copies to said person within _____ County, _____. I served the Summons and Complaint on the _____ day of _____, _____, at the usual place of abode of said person by leaving a true copy of the Summons and Complaint with _____, who is the _____ (relationship), a member of the family of the person served above the age of sixteen (16) years and willing to receive the Summons and Complaint, and thereafter on the _____ day of _____, _____, I mailed (by first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

☐ **CERTIFIED MAIL.** By certified mail, return receipt requested, in an envelope marked "Restricted Delivery," and as set out by Rule 4 of the Mississippi Rules of Civil Procedure, I served a copy of the Summons and Complaint on _____, at the address contained on the Summons. The return receipt shows that the Summons and Complaint were signed for by _____, on the _____ day of _____, 200__, or that delivery was refused.

At the time of service, I was at least eighteen (18) years of age and not a party to this action.

Fee for service: \$ _____

Process server: _____

Badge/ID #: _____

Address: _____

Telephone No.: _____

STATE OF _____

COUNTY/PARISH OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the state and county aforesaid, the within named Lucian Hodges, who being first by me duly sworn, states on oath that the matters and facts set forth in the foregoing "Proof of Service- Summons" are true and correct as therein stated.

[Signature]
PROCESS SERVER

SWORN TO AND SUBSCRIBED BEFORE ME, this the 1st day of October, 2015.

[Signature]
NOTARY PUBLIC

My Commission expires August 10, 2019

(Seal)

My Commission Expires: _____

From:1234

10/01/2015 12:25

#292 P.004/007

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CAUSE NO. A2402-15-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIAN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

SUMMONS

THE STATE OF MISSISSIPPI

**LUCIAN HODGES
401 Church St.
Mobile, AL 36602-2300**

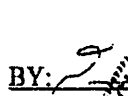
You have been made a Defendant in the Complaint filed in this Court by, JAMES S. OLIN; JOHN G. MCNEIL; AND JOHN A. MCNEIL, JR., seeking damages related to a cause of action that occurred or accrued in the Second Judicial District of Harrison County, Mississippi.

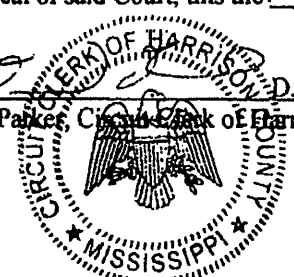
You are required to mail or hand-deliver a copy of a written response to the Complaint to R. Hayes Johnson, Jr., P.O. Box 717, Long Beach, MS 39560; and whose telephone number is (228) 868-5499; attorney for Plaintiffs.

YOUR RESPONSE MUST BE MAILED OR DELIVERED WITHIN THIRTY (30) DAYS AFTER SERVICE OF THIS SUMMONS ON YOU. IF YOUR RESPONSE IS NOT SO MAILED OR DELIVERED, A JUDGMENT OF DEFAULT WILL BE ENTERED AGAINST YOU FOR THE RELIEF DEMANDED BY THE PETITION.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 13th day of July, 2015.

BY:  CLERK OF HARRISON COUNTY, MISSISSIPPI
Gayle Parker, Clerk of Harrison County, Mississippi



Issued by and return to:

**R. Hayes Johnson, Jr. (MSB #10697)
JOHNSON LAW PRACTICE, PLLC
P.O. Box 717, Long Beach, MS 39560
228.868.5499-o/888.647.3665-f
rhayesi@gmail.com/jlpnotices@gmail.com**

From:1234

10/01/2015 12:24

#292 P.002/007

Refm

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CAUSE NO. A2402-15-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIAN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

SUMMONS

THE STATE OF MISSISSIPPI

**SAM GAILLARD LADD, JR.
63 South Royal Street
13th Floor Riverview Plaza
Mobile, AL 36602**

You have been made a Defendant in the Complaint filed in this Court by, JAMES S. OLIN; JOHN G. MCNEIL; AND JOHN A. MCNEIL, JR., seeking damages related to a cause of action that occurred or accrued in the Second Judicial District of Harrison County, Mississippi.

You are required to mail or hand-deliver a copy of a written response to the Complaint to R. Hayes Johnson, Jr., P.O. Box 717, Long Beach, MS 39560; and whose telephone number is (228) 868-5499; attorney for Plaintiffs.

YOUR RESPONSE MUST BE MAILED OR DELIVERED WITHIN THIRTY (30) DAYS AFTER SERVICE OF THIS SUMMONS ON YOU. IF YOUR RESPONSE IS NOT SO MAILED OR DELIVERED, A JUDGMENT OF DEFAULT WILL BE ENTERED AGAINST YOU FOR THE RELIEF DEMANDED BY THE PETITION.

You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 13th day of JULY, 2015.

BY:  D.C.

Gayle Barker, Clerk of Harrison County, Mississippi



Issued by and return to:

**R. Hayes Johnson, Jr. (MSB #10697)
JOHNSON LAW PRACTICE, PLLC
P.O. Box 717, Long Beach, MS 39560
228.868.5499-o/888.647.3665-f
rhayesj@gmail.com/jlprnotices@gmail.com**

Case: 24CI2:15-cv-00097
Case: 24CI2:15-cv-00097

Document #: 8
Document #: 4

Filed: 10/01/2015 Page 1 of 2
Filed: 07/13/2015 Page 1 of 1

From:1234

10/01/2015 12:25

#292 P.003/007

PROOF OF SERVICE- SUMMONS
(Process Server)

Name of Person or Entity Served:

Sam Gallardo Ladd Jr

I, the undersigned process server, served the Summons and Complaint upon the person or entity named above in the manner set forth below:

☒ **PERSONAL SERVICE.** I personally delivered copies to Sam Gallardo Ladd Jr on the 1 day of Oct, 2015, where I found said person(s) in Mobile County of the State of Alabama.

☐ **RESIDENCE SERVICE.** After exercising reasonable diligence, I was unable to deliver copies to said person within _____ County, _____. I served the Summons and Complaint on the _____ day of _____, _____, at the usual place of abode of said person by leaving a true copy of the Summons and Complaint with _____, who is the _____ (relationship), a member of the family of the person served above the age of sixteen (16) years and willing to receive the Summons and Complaint, and thereafter on the _____ day of _____, _____. I mailed (by first-class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

☐ **CERTIFIED MAIL.** By certified mail, return receipt requested, in an envelope marked "Restricted Delivery," and as set out by Rule 4 of the Mississippi Rules of Civil Procedure, I served a copy of the Summons and Complaint on _____, at the address contained on the Summons. The return receipt shows that the Summons and Complaint were signed for by _____, on the _____ day of _____, 200____, or that delivery was refused.

At the time of service, I was at least eighteen (18) years of age and not a party to this action.

Fee for service: \$ _____

Process server: _____

Badge/ID #: _____

Address: _____

Telephone No.: _____

STATE OF _____

COUNTY/PARISH OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the state and county aforesaid, the within named Eddie Stokley, who being first by me duly sworn, states on oath that the matters and facts set forth in the foregoing "Proof of Service- Summons" are true and correct as therein stated.

[Signature]
PROCESS SERVER

SWORN TO AND SUBSCRIBED BEFORE ME, this the 1st day of October, 2015.

[Signature]
NOTARY PUBLIC

My Commission expires August 10, 2019

(Seal)

My Commission Expires: _____

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.

PLAINTIFFS

VS.

CAUSE NO. A2402:15-97

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIAN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10

DEFENDANTS

SUMMONS

THE STATE OF MISSISSIPPI

LUTHER, COLLIER, HODGES, & CASH, LLP
c/o Vcorp Agent Services, Inc., its agent
6917 Wrenwood Dr.
Horn Lake, MS 38637

You have been made a Defendant in the Complaint filed in this Court by, JAMES S. OLIN; JOHN G. MCNEIL; AND JOHN A. MCNEIL, JR., seeking damages related to a cause of action that occurred or accrued in the Second Judicial District of Harrison County, Mississippi.

You are required to mail or hand-deliver a copy of a written response to the Complaint to R. Hayes Johnson, Jr., P.O. Box 717, Long Beach, MS 39560; and whose telephone number is (228) 868-5499; attorney for Plaintiffs.

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You must also file the original of your response with the Clerk of this Court within a reasonable time afterward.

Issued under my hand and the seal of said Court, this the 10th day of October, 2015.

BY: [Signature] D.C.

Gayle Parker, Circuit Clerk of Harrison County, Mississippi



Issued by and return to:

R. Hayes Johnson, Jr. (MSB #10697)
JOHNSON LAW PRACTICE, PLLC
P.O. Box 717, Long Beach, MS 39560
228.868.5499-o/888.647.3665-f
rhayesj@gmail.com/jlplnotices@gmail.com

PROOF OF SERVICE- SUMMONS
(Process Server)

Name of Person or Entity Served: _____

I, the undersigned process server, served the Summons and Complaint upon the person or entity named above in the manner set forth below:

____ **PERSONAL SERVICE.** I personally delivered copies to _____ on the _____ day of _____, _____, where I found said person(s) in _____ County of the State of _____.

____ **RESIDENCE SERVICE.** After exercising reasonable diligence, I was unable to deliver copies to said person within _____ County, _____. I served the Summons and Complaint on the _____ day of _____, _____, at the usual place of abode of said person by leaving a true copy of the Summons and Complaint with _____, who is the _____ (relationship), a member of the family of the person served above the age of sixteen (16) years and willing to receive the Summons and Complaint, and thereafter on the _____ day of _____, _____. I mailed (by first class mail, postage prepaid) copies to the person served at his or her usual place of abode where the copies were left.

At the time of service, I was at least eighteen (18) years of age and not a party to this action.

Fee for service: \$ _____

Process server: _____

Badge/ID #: _____

Address: _____

Telephone No.: _____

STATE OF MISSISSIPPI

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the state and county aforesaid, the within named _____, who being first by me duly sworn, states on oath that the matters and facts set forth in the foregoing "Proof of Service- Summons" are true and correct as therein stated.

PROCESS SERVER

SWORN TO AND SUBSCRIBED BEFORE ME, this the _____ day of _____, _____.

NOTARY PUBLIC

(Seal)

My Commission Expires: _____

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

ANSWER AND AFFIRMATIVE DEFENSES

COMES NOW Defendants, Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and Sam Gaillard Ladd, Jr., by and through their counsel of record, Copeland, Cook, Taylor & Bush, P.A., and in response to the Complaint filed herein would show unto the Court the following:

FIRST DEFENSE

The Complaint fails to state a claim upon which relief may be granted as against these Defendants and pursuant to the provisions of Rule 12, must be dismissed.

SECOND DEFENSE

The claims of the Plaintiff are barred by Miss. Code Ann. §15-1-49, as amended.

THIRD DEFENSE

These Defendants assert any and all affirmative defenses to which they may be entitled, including statutes of limitation, repose and/or statutory limitations of liability herein available to them.

FOURTH DEFENSE

Any amount which the Plaintiffs may claim in this action as damages should be set off

against any amounts which the Plaintiffs have or may recover from others.

FIFTH DEFENSE

The claims of the Plaintiffs are barred by the doctrines of unclean hands, laches, ratification, consent, estoppel and/or waiver.

SIXTH DEFENSE

Plaintiffs have failed to include and/or join necessary and indispensable parties without which complete relief cannot be obtained or achieved.

SEVENTH DEFENSE

At all times relevant Lucian Hodges was acting as an agent for a disclosed principal, Luther, Collier, Hodges & Cash, LLP., and can have no individual or personal liability to the Plaintiffs in this matter.

EIGHTH DEFENSE

At all times relevant Sam Gaillard Ladd, Jr., was acting as an agent for a disclosed principal, Luther, Collier, Hodges & Cash, LLP., and can have no individual or personal liability to the Plaintiffs in this matter.

NINTH DEFENSE

And now, answering the Complaint paragraph by paragraph, and subject to any and all defenses otherwise asserted, affirmative and otherwise, the Defendants would respond to the specific allegations of the Complaint, to-wit:

PARTIES

1. Defendants are without sufficient knowledge to either deny or admit the allegations of paragraph 1 of the Complaint and, therefore, this paragraph is denied.

2. The allegations of paragraph 2 of the Complaint are admitted.
3. The allegations of paragraph 3 of the Complaint are admitted.
4. The allegations of paragraph 4 of the Complaint are admitted.
5. The allegations of paragraph 5 of the Complaint are denied.
6. It is admitted that this is a claim wherein the plaintiffs are seeking damages from these defendants. The remaining allegations of paragraph 6 of the Complaint are denied.
7. The allegations of paragraph 7 of the Complaint are admitted.

FACTS

8. The allegations of paragraph 8 of the Complaint are admitted.
9. It is admitted that Luther, Collier, Hodges & Cash, LLP undertook, gratis, to assist one or more of the plaintiffs in defending or responding to claims asserted by BancorpSouth in the underlying litigation (“BancorpSouth suit”). The remaining allegations of paragraph 9 of the Complaint are denied.
10. It is admitted that Lucian Hodges previously represented Sterling Development Company, LLC. and was contacted by one of the Plaintiffs after the BancorpSouth suit was filed. The remaining allegations of paragraph 10 of the Complaint are denied.
11. It is admitted that Lucian Hodges on behalf of Luther, Collier, Hodges & Cash, LLP agreed to respond on behalf of Sterling Development Company, LLC. It is further agreed that Sam Gaillard Ladd, Jr. worked on the file. The remaining allegations of paragraph 11 of the Complaint are denied.
12. It is admitted that an application to the clerk for entry of default was filed on May 3, 2012 and that an Answer to the Complaint was filed on May 18, 2012. The remaining allegations

of paragraph 12 of the Complaint are denied.

13. It is admitted that no response was filed to the motion for default judgment filed in the BancorpSouth suit. It is denied that a response was required. The remaining allegations of paragraph 13 of the Complaint are denied.

14. It is admitted that Defendant Ladd was late to a hearing on the motion for default judgment which was due to an unavoidable conflict in another court. Prior to the hearing, counsel for BancorpSouth was advised of the conflict but refused to continue the hearing. Defendant Ladd appeared at the hearing as soon as his conflict resolved. The remaining allegations of paragraph 14 of the Complaint are denied.

15. It is admitted that attached to the Complaint as Exhibit "A" is an Order which speaks for itself. It is denied that the Order attached as Exhibit "A" constitutes a Final Judgment under Mississippi law. The remaining allegations of paragraph 15 of the Complaint are denied.

16. The Order attached to the Complaint speaks for itself. The remaining allegations of paragraph 16 of the Complaint are denied.

17. It is admitted that attached to the Complaint as Exhibit "B" is a copy of a computer generated search conducted of the Judgment Rolls of Harrison County, Mississippi which speaks for itself. The remaining allegations of paragraph 17 of the Complaint are denied.

COUNT I-PROFESSIONAL NEGLIGENCE

18. Defendants would adopt and incorporate each and every response and/or denial to paragraphs 1 through 17 of the Complaint as if fully copied in all words and figures.

19. The allegations of paragraph 19 of the Complaint are denied.

20. The allegations of paragraph 20 of the Complaint assert a legal conclusion to which no

response is required. If mistaken in this belief and a response is required, the allegations of paragraph 20 of the Complaint are denied.

21. It is admitted that the Defendants held themselves out to be experienced litigators. The remaining allegations of paragraph 21 of the Complaint are denied

22. The allegations of paragraph 22 of the Complaint are denied.

23. The allegations of paragraph 23 of the Complaint are denied.

24. The allegations of paragraph 24 of the Complaint are denied.

25. The allegations of paragraph 25 of the Complaint are denied.

26. The allegations of paragraph 26 of the Complaint are denied.

PRAYER FOR RELIEF

The allegations of the final unnumbered paragraph of the Complaint beginning with the words “WHEREFORE, PREMISES CONSIDERED.” are denied and it is specifically denied that the Plaintiffs or any of them are entitled to recover compensatory damages, attorney fees, or costs or are entitled to any other relief whatsoever.

TENTH DEFENSE

Each and every allegation of the Complaint which has not been specifically admitted, regardless of paragraph number or lack thereof, or paragraph letter or lack thereof, is denied.

ELEVENTH DEFENSE

Attorney fees are not recoverable under Mississippi law absent statute or contract and, therefore, the Plaintiffs’ demand for attorneys fees should be dismissed.

TWELFTH DEFENSE

The Plaintiffs have failed to mitigate their damages and losses, and/or have waived their damages.

THIRTEENTH DEFENSE

Any losses or damages sustained by the Plaintiffs were not due to any act or omission of these Defendants but were entirely due to the actions of the plaintiffs, individually and collectively.

FOURTEENTH DEFENSE

Alternatively, the sole proximate cause of the damages, if any, complained of was the actions of others, and if said actions were not the sole proximate cause, then such actions constituted a contributing cause thereto, for which these Defendants cannot be responsible as a matter of law.

FIFTEENTH DEFENSE

Any losses or damages sustained by the Plaintiffs were not due to acts or omissions of the Defendants and these defendants cannot be responsible as a matter of law.

SIXTEENTH DEFENSE

Plaintiffs cannot make out a *prima facie* case of legal malpractice against these Defendants.

SEVENTEENTH DEFENSE

The acts and/or omissions of persons or entities, other than these Defendants, for whom they can have no responsibility or liability, constitute an/the intervening or superseding cause which would relieve these Defendants of any liability to the Plaintiffs.

EIGHTEENTH DEFENSE

These Defendant would adopt and incorporate the provisions of Mississippi law as to liability, if any, as a joint and/or several tortfeasor, and in the event that these Defendants are

determined to be liable, then such liability should be apportioned pursuant to the statute.

NINETEENTH DEFENSE

Defendant Lucian Hodges is not a proper party to this action.

TWENTIETH DEFENSE

Defendant Sam Gaillard Ladd, Jr. is not a proper party to this action.

TWENTY FIRST DEFENSE

The Plaintiffs can not prove “but for” the negligence of the defendants they would have prevailed in the underlying litigation, *BancorpSouth Bank v. Sterling Dev. Co., LLC*. Because the Plaintiffs’ breached their personal guaranty agreement with BancorpSouth, they could not have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. Therefore, these answering defendants specifically would show that the plaintiffs cannot prove a reasonable probability or even possibility of success in the underlying BancorpSouth suit against them.

TWENTY SECOND DEFENSE

Any losses or damages incurred by the Plaintiffs were due to the default of Splash-Biloxi, LLC in its obligations to BancorpSouth Bank.

TWENTY THIRD DEFENSE

Any losses or damages incurred by the Plaintiffs were due to the default of the Plaintiffs in their personal obligations to BancorpSouth on a guaranty agreement.

TWENTY FOURTH DEFENSE

Plaintiffs’ breach of their personal guaranty agreement with BancorpSouth was the sole proximate cause of any losses or damages sustained or incurred.

TWENTY FIFTH DEFENSE

Plaintiff James Olin retained independent legal counsel in December 2012 and discharged these Defendants. Plaintiff Olin's independent legal counsel did not enter an appearance in the underlying litigation and took no action to have the Default Judgment set aside or to have the Motion to Set Aside Default Judgment set for hearing and his negligence was a proximate cause or proximate contributing cause of the damages, if any, sustained by Mr. Olin. These answering defendants reserve the right to assert the negligence of the plaintiffs current counsel as the sole proximate cause of the plaintiffs damages and/or one who these defendants are entitled to assert an apportionment of fault.

TWENTY SIXTH DEFENSE

After the Default Judgment was entered and a Motion to Set Aside Default Judgment was filed, Plaintiff James Olin personally or through his new counsel, directed that the Defendants take no action to have the Motion to Set Aside Default Judgment set for hearing. The Plaintiffs (collectively and/or individually), therefore, consented, acquiesced, agreed, accepted, ratified and tacitly approved the Default Judgment.

TWENTY SEVENTH DEFENSE

After the entry of the Default Judgment and Motion to Set Aside Default Judgment was filed, Plaintiff James Olin personally or through his new counsel, directed that the Defendants take no action to have the Motion to Set Aside Default Judgment set for hearing. Mr. Olin directed the Defendants not to contact the Court regarding the Motion to Set Aside Default Judgment. By such conduct or action this Plaintiff should be estopped from claiming any damages or losses as a result of the Default Judgment or the failure to have the Default Judgment set aside.

TWENTY EIGHTH DEFENSE

After entry of the Default Judgment and Motion to Set Aside Default Judgment was filed, Plaintiff John G. McNeil for himself and on behalf of Plaintiff John H. McNeil, Jr. directed the Defendants to take no action to have the Motion to Set Aside Default Judgment set for hearing. This Plaintiff (on behalf of them all) directed the Defendants not to schedule a hearing on the Motion to Set Aside Default Judgment. Plaintiffs John G. McNeil and John H. McNeil, Jr., therefore, consented, acquiesced, agreed, accepted, ratified and tacitly approved the Default Judgment.

TWENTY NINTH DEFENSE

After entry of the Default Judgment and Motion to Set Aside Default Judgment was filed, Plaintiff John G. McNeil for himself and on behalf of all plaintiffs, directed the Defendants to take no action to have the Motion to Set Aside Default Judgment set for hearing. This Plaintiff directed the Defendants not to schedule a hearing on the Motion to Set Aside Default Judgment. Plaintiffs, specifically John G. McNeil and John H. McNeil, Jr., should be estopped from claiming any damages or losses as a result of the Default Judgment or the failure to have the Default Judgment set aside.

THIRTIETH DEFENSE

After the Default Judgment was entitled and a Motion to Set Aside Default Judgment was filed, Plaintiffs, or some of them, settled with BancorpSouth. Counsel for BancorpSouth affirmatively asserted that any action on the part of the Defendants to set aside the Default Judgment was a violation of the settlement agreement with the Plaintiff and threatened to void the settlements with the Plaintiffs if the Motion to Set Aside Default Judgment was set for hearing. Defendants had been instructed by Plaintiffs or their counsel not to take any action which would impact or jeopardize

the Plaintiffs' settlement with the Bank. Plaintiffs should be estopped from claiming they suffered any damages as a result of the Default Judgment or the failure to have the Default Judgment set aside.

THIRTY FIRST DEFENSE

The Plaintiffs have settled any and all claims arising out of their personal guaranty agreement with BancorpSouth. The Plaintiffs should be estopped from claiming they suffered any damages or losses as a result of the Default Judgment by virtue of this settlement. Alternatively, the Plaintiffs should be estopped from claiming they suffered any damages or losses as a result of any act or omission of the Defendants.

THIRTY SECOND DEFENSE

Any losses or damages sustained or incurred by the Plaintiffs were proximately caused by their breach of their personal guaranty agreement with BancorpSouth Bank and not as a result of any act or omission of the Defendants.

THIRTY THIRD DEFENSE

No Final Judgment was ever entered by the Court in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. against the Plaintiffs.

THIRTY FOURTH DEFENSE

Plaintiffs have waived any and all claims as against the Defendants arising from the entry of a Default Judgment by their conduct and/or actions.

THIRTY FIFTH DEFENSE

Plaintiffs agreed and/or consented and/or ratified the entry of the Default Judgment by their refusal to allow the Defendants to take action necessary to have the Default Judgment set

aside.

THIRTY SIXTH DEFENSE

Plaintiffs suffered no damages as a result of the entry of the Default Judgment in the underlying action, and if damages were incurred, they were damages based upon obligations and commitments that arose independent of any actions or omissions on the part of these defendants.

WHEREFORE, these Defendants request that all claims asserted against them be dismissed and the Plaintiffs take nothing and that all costs of this action, including reasonable attorney fees, be taxed to the Plaintiffs.

RESPECTFULLY SUBMITTED, this the 28th day of October, 2015.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2015, I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
2781 C.T. Switzer Sr. Drive, Suite 200
Biloxi, Mississippi 39531
P.O. Box 10
Gulfport, Mississippi 39502-0010
telephone (228) 863-6101
telecopier (228) 863-9526

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

NOTICE OF SERVICE

TO: R. Hayes Johnson
rhayesi@gmail.com
Attorney for Plaintiff

Notice is hereby given, pursuant to Rule 5(d) MISS. R. CIV. P., that Luthier Collier, Hodges & Cash, LLP, Defendants in the above styled and numbered cause, have this date served in the above entitled action:

- (1) First Set of Interrogatories to James Olin;
- (2) First Set of Interrogatories to John G. McNeil;
- (3) First Set of Interrogatories to John A. McNeil, Jr.;
- (4) First Request for Production of Documents to James Olin;
- (5) First Request for Production of Documents to John G. McNeil; and
- (6) First Request for Production of Documents to John A. McNeil, Jr.

The undersigned retains the original(s) of the above paper(s) as custodian thereof pursuant to Rule 5(d) MISS. R. CIV. P.

RESPECTFULLY SUBMITTED, this the 28th day of October, 2015.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2015, I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
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AND JOHN DOES 1-10**

DEFENDANTS

NOTICE OF SERVICE

TO: R. Hayes Johnson
rhayesi@gmail.com
Attorney for Plaintiff

Notice is hereby given, pursuant to Rule 5(d) MISS. R. CIV. P., that Luthier Collier, Hodges & Cash, LLP, Defendants in the above styled and numbered cause, have this date served in the above entitled action:

- (1) Request for Admissions to James S. Olin;
- (2) Request for Admissions to John G. McNeil;
- (3) Request for Admissions to John A. McNeil, Jr.;
- (4) Second Set of Interrogatories & Request for Production of Documents to James S. Olin;
- (5) Second Set of Interrogatories & Request for Production of Documents to John G. McNeil; and
- (6) Second Set of Interrogatories & Request for Production of Documents to John A. McNeil, Jr.

The undersigned retains the original(s) of the above paper(s) as custodian thereof pursuant to Rule 5(d) Miss. R. Civ. P.

RESPECTFULLY SUBMITTED, this the 30th day of October, 2015.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on October 30, 2015, I electronically filed the foregoing with the Clerk of the Court using the ECF system which sent notification of such filing to the following:

R. Hayes Johnson
rhayesi@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

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James E. Welch, Jr.
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**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

NOTICE OF DEPOSITION OF JAMES S. OLIN

TO: R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiffs

PLEASE TAKE NOTICE that Defendants Luther, Collier, Hodges & Cash, LLP, in the above styled and numbered cause, will take the video and/or stenographic deposition upon oral examination of **James S. Olin** on January 20, 2016 beginning at 9:00 a.m. at the offices of Copeland, Cook, Taylor & Bush, P.A., 2781 C.T. Switzer Sr. Drive, Suite 200, Biloxi, Mississippi 39531 before an officer authorized to administer oaths. The oral examination will continue from day to day until completed. You are invited to attend, if you so desire, as an attorney of record.

Respectfully submitted, this the 25th day of November, 2015.

LUTHIER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, P.A.
BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/ JAMES E. WELCH, JR.
Mississippi Bar No. 7090

Page 1 of 2

NOTICE OF DEPOSITION OF JAMES S. OLIN

CERTIFICATE OF SERVICE

I hereby certify that on November 25, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
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**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

NOTICE OF DEPOSITION OF JOHN G. MCNEIL

TO: R. Hayes Johnson
rhayesi@gmail.com
Attorney for Plaintiffs

PLEASE TAKE NOTICE that Defendants Luther, Collier, Hodges & Cash, LLP, in the above styled and numbered cause, will take the video and/or stenographic deposition upon oral examination of **John G. McNeil** on January 21, 2016 beginning at 9:00 a.m. at the offices of Copeland, Cook, Taylor & Bush, P.A., 2781 C.T. Switzer Sr. Drive, Suite 200, Biloxi, Mississippi 39531 before an officer authorized to administer oaths. The oral examination will continue from day to day until completed. You are invited to attend, if you so desire, as an attorney of record.

Respectfully submitted, this the 25th day of November, 2015.

LUTHIER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, P.A.
BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/ JAMES E. WELCH, JR.
Mississippi Bar No. 7090

Page 1 of 2

NOTICE OF DEPOSITION OF JOHN G. MCNEIL

CERTIFICATE OF SERVICE

I hereby certify that on November 25, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
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AND JOHN DOES 1-10

DEFENDANTS

NOTICE OF DEPOSITION OF JOHN A. MCNEIL, JR.

TO: R. Hayes Johnson
rhayesi@gmail.com
Attorney for Plaintiffs

PLEASE TAKE NOTICE that Defendants Luther, Collier, Hodges & Cash, LLP, in the above styled and numbered cause, will take the video and/or stenographic deposition upon oral examination of **John A. McNeil, Jr.** on January 22, 2016 beginning at 9:00 a.m. at the offices of Copeland, Cook, Taylor & Bush, P.A., 2781 C.T. Switzer Sr. Drive, Suite 200, Biloxi, Mississippi 39531 before an officer authorized to administer oaths. The oral examination will continue from day to day until completed. You are invited to attend, if you so desire, as an attorney of record.

Respectfully submitted, this the 25th day of November, 2015.

LUTHIER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, P.A.

BY: s/WILLIAM E. WHITFIELD, III

Mississippi Bar No. 7161

s/ JAMES E. WELCH, JR.

Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on November 25, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
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**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

NOTICE OF SERVICE

TO: James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, PA
P O Box 10
Gulfport, Mississippi 39502-0010
jwelch@cctb.com

COME NOW the Plaintiffs, James S. Olin, John G. McNeil, and John A. McNeil, Jr., by and through their attorney, and hereby give notice to the Court that the above-named counsel was served with a copy of the following discovery documents on the 1st Day of December, 2015, in the above-entitled action, to wit: PLAINTIFFS' RESPONSES TO DEFENDANTS' REQUEST FOR ADMISSIONS.

Notice is further given that the undersigned will retain, as custodian, the original of the aforementioned documents.

Dated, this the 7th Day of December, 2015.

Respectfully submitted,

JAMES S. OLIN, JOHN G. MCNEIL, AND JOHN A. MCNEIL

BY: **JOHNSON LAW PRACTICE, PLLC**

s/R. Hayes Johnson, Jr.

CERTIFICATE OF SERVICE

I, R. Hayes Johnson, Jr., attorney for JAMES S. OLIN; JOHN G. MCNEIL; AND JOHN A. MCNEIL, JR., Plaintiffs in the above styled and numbered cause, do hereby certify that I electronically filed the foregoing with the Clerk of the Court using the MEC system, which electronically served the following attorney(s):

James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, PA
P O Box 10
Gulfport, Mississippi 39502-0010
jwelch@cctb.com

This the 7th Day of December, 2015.

/s/ R. HAYES JOHNSON, JR.
R. Hayes Johnson, Jr.
MSB No. 10697

JOHNSON LAW PRACTICE, PLLC
R. Hayes Johnson, Jr. (MSB #10697)
P O Box 717, Long Beach MS 39560
1902 21st Avenue, Gulfport MS 39501
228.868.5499 office/888.647.3665 Fax
rhayesj@gmail.com

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
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**JAMES S. OLIN; JOHN G. MCNEIL; AND
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CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

AMENDED NOTICE OF DEPOSITION OF JAMES S. OLIN

TO: R. Hayes Johnson
rhayesi@gmail.com
Attorney for Plaintiffs

PLEASE TAKE NOTICE that Defendants Luther, Collier, Hodges & Cash, LLP, in the above styled and numbered cause, will take the video and/or stenographic deposition upon oral examination of **James S. Olin** on January 20, 2016 beginning at 9:00 a.m. at the offices of Copeland, Cook, Taylor & Bush, P.A., 2781 C.T. Switzer Sr. Drive, Suite 200, Biloxi, Mississippi 39531 before an officer authorized to administer oaths. The oral examination will continue from day to day until completed. You are invited to attend, if you so desire, as an attorney of record.

Pursuant to Rule 34 of the Mississippi Rules of Civil Procedure, James S. Olin is requested to produce at the time and place of the deposition, the following documents and tangible things:

1. All documents and/or other tangible things including exhibits you may or will introduce or use at the trial of this cause.

2. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents which support or tend to support the allegations of the Complaint (including electronically stored information stored in any medium from which information can be obtained).

3. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the default on the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

4. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from you and BankcorpSouth, its agents, servants, employees, and attorneys relative to the default on the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty of James S. Olin, John G. McNeil, and/or John A. McNeil, Jr.

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from which information can be obtained) between you or anyone acting on his behalf and BancorpSouth, its agents, servants, employees and attorneys regarding the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s) after entry of the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

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25. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to efforts by BancorpSouth to collect the \$1.9 million judgment referred to in paragraph 15 of the Complaint.

26. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to payment, in whole or in part, of the amounts sought in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

27. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth and you of the claims asserted in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

28. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences that “but for” the negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr., you would have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

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31. All documents (including electronically stored information stored in any medium from which information can be obtained) evidencing that damages or losses incurred by you were proximately caused by the alleged negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr.

32. All reports, conclusions, and opinions of any expert witness retained or employed by the Plaintiff who is expected to testify at trial.

Respectfully submitted, this the 8th day of December, 2015.

LUTHIER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, P.A.

BY: s/WILLIAM E. WHITFIELD, III

Mississippi Bar No. 7161

s/ JAMES E. WELCH, JR.

Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on December 8, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
2781 C.T. Switzer Sr. Drive, Suite 200
Biloxi, Mississippi 39531
P.O. Box 10
Gulfport, Mississippi 39502-0010
telephone (228) 863-6101
telecopier (228) 863-9526

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
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AND JOHN DOES 1-10**

DEFENDANTS

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rhayesi@gmail.com
Attorney for Plaintiffs

PLEASE TAKE NOTICE that Defendants Luther, Collier, Hodges & Cash, LLP, in the above styled and numbered cause, will take the video and/or stenographic deposition upon oral examination of **John G. McNeil** on January 21, 2016 beginning at 9:00 a.m. at the offices of Copeland, Cook, Taylor & Bush, P.A., 2781 C.T. Switzer Sr. Drive, Suite 200, Biloxi, Mississippi 39531 before an officer authorized to administer oaths. The oral examination will continue from day to day until completed. You are invited to attend, if you so desire, as an attorney of record.

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32. All reports, conclusions, and opinions of any expert witness retained or employed by the Plaintiff who is expected to testify at trial.

Respectfully submitted, this the 8th day of December, 2015.

LUTHIER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, P.A

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/ JAMES E. WELCH, JR.
Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on December 8, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
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s/JAMES E. WELCH, JR.
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William E. Whitfield, III.
James E. Welch, Jr.
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Attorney for Plaintiffs

PLEASE TAKE NOTICE that Defendants Luther, Collier, Hodges & Cash, LLP, in the above styled and numbered cause, will take the video and/or stenographic deposition upon oral examination of **John A. McNeil, Jr.** on January 22, 2016 beginning at 9:00 a.m. at the offices of Copeland, Cook, Taylor & Bush, P.A., 2781 C.T. Switzer Sr. Drive, Suite 200, Biloxi, Mississippi 39531 before an officer authorized to administer oaths. The oral examination will continue from day to day until completed. You are invited to attend, if you so desire, as an attorney of record.

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from which information can be obtained) between you or anyone acting on his behalf and BancorpSouth, its agents, servants, employees and attorneys regarding the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s) after entry of the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

22. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you or anyone acting on your behalf and any other person or entity regarding the alleged legal malpractice of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr.

23. All internal memorandum, notes, texts, e-mails, telephone call records, correspondence, diaries, files or records (including electronically stored information stored in any medium from which information can be obtained) relating to the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

24. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to the failure to repay the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

25. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to efforts by BancorpSouth to collect the \$1.9 million judgment referred to in paragraph 15 of the Complaint.

26. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to payment, in whole or in part, of the amounts sought in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

27. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth and you of the claims asserted in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

28. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences that “but for” the negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr., you would have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

29. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences any defenses possessed by you in *BancorpSouth Bank v. Sterling Dev. Co., LLC* on your personal guaranty(s).

30. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which demonstrates that you could have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

31. All documents (including electronically stored information stored in any medium from which information can be obtained) evidencing that damages or losses incurred by you were proximately caused by the alleged negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr.

32. All reports, conclusions, and opinions of any expert witness retained or employed by the Plaintiff who is expected to testify at trial.

Respectfully submitted, this the 8th day of December, 2015.

LUTHIER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, P.A

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/ JAMES E. WELCH, JR.
Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on December 8, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesi@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
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**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

**DEFENDANTS' MOTION TO COMPEL RESPONSES TO DISCOVERY AND
MEMORANDUM OF AUTHORITIES IN SUPPORT THEREOF**

COMES NOW Defendants Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and Sam Gaillard Ladd, Jr., by and through their counsel of record, Copeland, Cook, Taylor & Bush, P.A and files this their motion to compel responses to interrogatories and request for production of documents and memorandum of authorities in support thereof and would show unto the Court the following:

1.

This action was filed against Defendants Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and Sam Gaillard Ladd, Jr. seeking to recover damages for alleged legal malpractice.

2.

On October 28, 2015 Defendants propounded to the Plaintiffs Interrogatories and Requests for Production of Documents. *A true and correct copy of the aforesaid discovery is attached hereto as Exhibit "A."*

Page 1 of 6

DEFENDANTS' MOTION TO COMPEL RESPONSES TO DISCOVERY

3.

Plaintiffs failed to respond to Defendants' Second Set of Interrogatories within the thirty (30) days allowed for such responses by Rule 33 and 34 of the Mississippi Rules of Civil Procedure

4.

By correspondence dated December 7, 2015, defense counsel requested counsel for the Plaintiffs, Hon. Hayes Johnson, to respond to the aforesaid discovery. *A true and correct copy of the aforesaid correspondence from James E. Welch, Jr. to Haynes Johnson dated December 7, 2015 is attached hereto as Exhibit "B."* Unfortunately, no answers to the aforesaid discovery have been forthcoming from the Plaintiffs.

5.

Since the Plaintiffs failed to timely respond to Defendants' First Set of Interrogatories and Requests for Production, all objections have been waived. *See*, Miss. R. Civ. P. Rule 33 (b)(4) ("Any ground not stated in a timely objection is waived..."); *Buchanan v. Ameristar Casino-Vicksburg, Inc.*, 957 So. 2d 969, 974, 2007 Miss. LEXIS 130 (Miss. 2007)(plaintiff waived any objection to request for production when plaintiff objected to the request without providing grounds for the objection.); *Taylor Machinery v. Great Am. Surplus Lines*, 635 So. 2d 1357, 1363, 1994 Miss. LEXIS 78 (Miss. 1994)(same); *Godsey v. U.S.*, 133 F.R. D. 111, 1990 U.S. Dist. LEXIS 17278 (S.D. Miss. 1990)(where the plaintiff objected to discovery in an untimely manner, such objections were waived.); *In Re U.S.*, 864 F. 2d 1153, 1156 (5th Cir. 1989)(As a general rule, where a party fails to object timely to interrogatories, production requests, or other discovery efforts, objections thereto are waived.); *Dollar v. Long Manufacturing Co.*, 561 F. 2d 613, 1977 U.S. App. LEXIS

11077, * 8-9 (5th Cir. 1977) (“By failing to object, defendant waived any objection it might have had to the giving of a full answer to the interrogatory.”).

6.

Rule 37(a)(2) of the Mississippi Rules of Civil Procedure provides that a party may move for an order compelling discovery. Rule 37(a)(2) provides, in part, “[i]f . . . a party fails to answer an interrogatory submitted under Rule 33, or if a party, in response to a request for inspection submitted under Rule 34, fails to respond that inspection will be permitted as requested or fails to permit inspection as requested, the discovery party may move for an order compelling an answer, or a designation, or an order compelling inspection in accordance with the request.” Rule 37(a)(2) Miss. R. Civ. P.

7.

The “failure to make or cooperate in discovery should first be resolved by making a motion in the proper court requesting an order compelling such discovery.” *Caracci v. International Paper Co.*, 699 So. 2d 546, 557 (Miss. 1997) (citing Miss. R. Civ. P. 37(a)(2)). Rule 37 allows a party to seek an order compelling discovery when the opposing party “fails to answer an interrogatory propounded under Rule 33 or fails to respond to a request for documents under Rule 34.” *Smith v. Tougaloo College*, 805 So. 2d 633, 640 (Miss. App. 2002) (affirming trial court’s dismissal for failure to comply with discovery orders). The rule treats “an evasive or incomplete answer . . . as a failure to answer.” Miss. R. Civ. P. 37(a)(3).

8.

According to the Mississippi Supreme Court "[w]hen a party is aware of an incomplete or evasive discovery response, that party should take affirmative action by seeking an order compelling discovery[.]" *Ford Motor Co. v. Tennin*, 960 So. 2d 379, 393 (¶47) (Miss. 2007).

9.

Because of the Plaintiffs failure to respond to discovery propounded by the defense, this Court should enter an order compelling the Plaintiffs to respond fully, completely, and without objection to Defendants' First Set of Interrogatories and Requests for Production of Documents, all objections having been waived, within ten (10) days of the hearing on this motion

10.

Pursuant to Rule 4.04 of the Uniform Circuit and County Court Rules, the undersigned counsel for the Defendant hereby certifies that he has conferred or attempted to confer in good faith with opposing counsel in an effort to resolve this discovery dispute as set forth herein above and has been unable to resolve this dispute without the Court's intervention.

WHEREFORE, Defendants, by and through their counsel of record, Copeland, Cook, Taylor & Bush, P.A., and would respectfully submit that it is entitled an order compelling the Plaintiffs to respond fully, completely, and without objection to Defendants' First Set of Interrogatories and Requests for Production of Documents, all objections having been waived, within ten (10) days of the hearing on this motion. Defendants pray for such other and further relief as this Court determines to be proper.

Respectfully submitted, this the 14th day of December, 2015.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on December 14, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesi@gmail.com
Attorney for Plaintiffs

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
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Gulfport, Mississippi 39502-0010
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**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

**DEFENDANTS' FIRST SET OF INTERROGATORIES
PROPOUNDED TO PLAINTIFF JAMES S. OLIN**

COME NOW Defendants, Luther, Collier, Hodges & Cash, LLP, by and through their counsel of record, Copeland, Cook, Taylor & Bush, P.A., and pursuant to Rule 33 of the Mississippi Rules of Civil Procedure, propounds the following Interrogatories to Plaintiff James G. Olin to be answered within the time specified by the Rules. These Interrogatories shall be, pursuant to the Rules, continuing to the date of trial, and any change in answer given occasioned by new information or any other reason shall immediately be supplemented in accordance with the Rules governing same and particularly Rule 26.

INSTRUCTIONS

1. In answering the interrogatories you are required to furnish all information and/or documents within the possession, custody or control of you or your attorneys, agents, representatives

Page 1 of 12

DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JAMES S. OLIN

EXHIBIT

Case: 24CI2:15-cv-00097 Document #: 20-1 Filed: 12/14/2015 Page 1 of 67

or other persons or entities directly or indirectly employed by you or your counsel, acting on your behalf or subject to your control at the time of answering, and you are required to thereafter supplement your answers in accordance with Rule 26 of the Mississippi Rules of Civil Procedure.

2. If you cannot answer any request in full, after exercising due diligence to secure any information necessary to do so, answer to the extent you are able to do so, specifying your inability to answer the remainder, and stating whatever information or knowledge you have concerning the unanswered portions.

3. If an interrogatory has sub-parts, fully answer each part by way of amplifying, and not limiting, your answer to the interrogatory as a whole.

4. If you maintain that an answer to an interrogatory, or any part thereof, is privileged specify the general subject matter of the information claimed to be privileged, specify the nature of the claimed privilege, and describe the precise ground for the protection. If the privileged material is contained in a document:

- a) Identify the general subject matter of the privileged material;
- b) Identify the person or persons who authorized or received the original or copy of the document; and
- c) Specify the date or dates on which the document was created. Insofar as you do not maintain that the answer is protected from disclosure, the interrogatory is to be answered.

DEFINITIONS

In connection with these interrogatories, the following definitions shall apply:

Page 2 of 12

DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JAMES S. OLIN

1. Whenever the terms “you” or “your” are used herein, they shall refer to Plaintiff James G. Olin under any name by which he may have been known or may have done business, and shall be interpreted to include his agents, servants, employees, and attorneys.

2. “Person” shall mean any individual, partnership, company, firm, association, corporation or other business, governmental, or legal entity.

3. “Address” shall mean the street number, street, city, and state of the subject person, business or other entity.

4. Whenever the term “Plaintiff” is used it refers to James G. Olin.

5. “Document” means any tangible thing which may be the subject of a document request under Rule 26 and 34 of the Mississippi Rules of Civil Procedure and includes, without limitation, all correspondence, writings, memoranda, drafts, contracts, letters, reports, minutes of meetings, agreements, communications, electronic messaging, text messaging, notes, studies, plans, analyses, work papers, diary or calendar entries, statistical and financial records, books, logs, records of conferences or meetings, records or summaries of telephone calls or other conversations or communications, magnetic tape, sound or mechanical reproductions, visual or sound tape or other recordings, data compilations, and other written communications and computerized records of any kind, including, but not limited to, electronic mail and documents, information and data stored in computer files, laptops, tablets, databases, smart phones, PDA's, Blackberries, or similar devices. The term “document” also includes any and all copies of any document that contain any notation or otherwise differ from the original and other copies, and specifically includes any and all drafts of

the above and any and all handwritten notes or notations in whatever form together with any attachments to any such documents.

6. "Refer to," "referring to," relate to" or "relating to" means in whole or in part relating to, referring to, constituting, containing, embodying, discussing, reflecting, dealing with, analyzing, pertaining to or in any way relevant within the meaning of Rule 26(b)(1) of the Mississippi Rules of Civil Procedure.

7. "Identify" shall have the following meanings as the context of the particular interrogatory shall make appropriate:

- (a) When used with respect to a document, it means the author or originator, the date and the subject matter of such document. In lieu of describing each document, a copy of each document may be attached;
- (b) When used with respect to an individual, it means the name and address of such individual; if a corporation or other entity, it means its name and principal place of business;
- (c) When used with respect to a communication, it means whether the communication was written or oral, the date and substance of the communication and the identities of the parties communicating; and
- (d) When used with respect to a publication it means the title and date of the publication, the publisher, the relevant page numbers and whether or not the original or a copy is in your possession.

INTERROGATORIES

INTERROGATORY NO. 1: Please state your current residential address, prior residential addresses for the previous five years, and all dates of residency at each residence.

INTERROGATORY NO. 2: State the names, addresses, and telephone numbers of all persons who have discoverable knowledge of the allegations of the Complaint.

INTERROGATORY NO. 3: Identify fully, giving the name, address and telephone number, of each and every person you expect to call as an expert witness at the trial of this cause, and state the following about each such expert:

- (a) The subject matter, in specific detail, on which the expert is expected to testify;
- (b) The substance of the facts and opinions to which the expert is expected to testify;
- (c) A summary of the grounds for each opinion to which the expert is expected to testify; and
- (d) The complete identity, including title, publisher, edition and date of publication, of any reference source, treatise, text, manual, authority or other scholarly writing or publication upon which the expert has relied in making any finding, conclusion, or forming any opinion regarding this case.

INTERROGATORY NO. 4: For each and every person you intend to call as a witness at the trial of this case please state the witnesses' name, address, and telephone number and current employer and provide the substance of their anticipated testimony.

INTERROGATORY NO. 5: Please provide all material facts which support your contention of negligence against the defendants including the name and address of all persons having

information or knowledge about such contention and a description of all documents pertaining to or relating to or supporting such contention.

INTERROGATORY NO. 6: Please provide all material facts which support your contention of legal malpractice against the defendants including the name and address of all persons having information or knowledge about such contention and a description of all documents pertaining to or relating to or supporting such contention.

INTERROGATORY NO. 7: Please provide all material facts which support your contention that you sustained or incurred any damages or losses as a result of the negligence of the defendants including the name and address of all persons having information or knowledge about such allegation and a description of all documents pertaining to or relating to or supporting such allegation.

INTERROGATORY NO. 8: Please describe all actions taken by you following service of process in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the name and address of all persons having information or knowledge about such actions and a description of all documents pertaining to or relating to such actions.

INTERROGATORY NO. 8: Please describe all actions taken by you following entry of default judgment in against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the name and address of all persons having information or knowledge about such actions and a description of all documents pertaining to or relating to such actions.

INTERROGATORY NO. 9: Please describe all defenses to the claims filed against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the name and address of all persons

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DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JAMES S. OLIN

having information or knowledge about such defenses and a description of all documents pertaining to or relating to such defenses.

INTERROGATORY NO. 10: State with particularity each act or omission on the part of Defendants which you contend constituted a deviation from the applicable standard of care and identify each person whose testimony supports your contention and identify every document upon which you rely to support your contention.

INTERROGATORY NO. 11: Describe all communications between James G. Olin and Luther, Collier, Hodges & Cash, LLP or its member or employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*, including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 12: Describe all communications between James G. Olin and Luther, Collier, Hodges & Cash, LLP or its member or employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*, including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 13: Describe all communications between James G. Olin and BancorpSouth Bank, its agents, servants, and employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*, including the date thereof, the persons involved in

Page 7 of 12

DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JAMES S. OLIN

the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 14: Describe all communications between James G. Olin and BancorpSouth Bank, its agents, servants, and employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*, including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 15: Describe all communications between James G. Olin and John G. McNeil and/or John G. McNeil, Jr. subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*, including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 16: Fully itemize each element of damages to which you contend you are entitled to recover and provide a basis for each element of damages, including all damage calculations, and identify all persons having information or knowledge of such damages, and identify all documents which support or tend to support such damages.

INTERROGATORY NO. 17: Identify by name, address, telephone number, job title and present employer of each agent, servant or employee of BankcorpSouth that was involved in

settlement negotiations with you, dates, times, substance, places of such settlement negotiations, identify all persons having information or knowledge of such settlement negotiations, identify all documents relative to such settlement negotiations, and the terms and conditions of the settlement agreement reached with BankcorpSouth.

INTERROGATORY NO. 18: With regard to your response to the preceding interrogatory, for each person identified specify their involvement relative to settlement negotiations and identify all documents sent or received by such persons regarding relative to such settlement negotiations.

INTERROGATORY NO. 19: Describe all communications, in any form, written or verbal, which you had with any of the Defendants, including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 20: Describe all defenses to the action filed against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC* on your personal guaranty and identify all persons having information or knowledge of such defenses, and identify all documents reflecting or referring to such defenses.

INTERROGATORY NO. 21: Describe all efforts by BancorpSouth to collect the \$1.9 million judgment referred to in paragraph 15 of the Complaint and identify all persons having information or knowledge of such defenses, and identify all documents reflecting or referring to such defenses.

INTERROGATORY NO. 22: Please provide all material facts which support your contention that “but for” the negligence of the defendants James G. Olin would have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. and identify all persons having information or knowledge of such facts, and identify all documents reflecting or referring to such facts.

INTERROGATORY NO. 23: Identify all documents of any nature, including texts, e-mails, correspondence, or similar forms of communications sent to you or received by you regarding the claims brought against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

INTERROGATORY NO. 24: Please provide all material facts supporting any defense possessed by James G. Olin to the underlying action brought against him on his personal guaranty, and identify all persons having information or knowledge of such facts, and identify all documents reflecting or referring to such facts.

INTERROGATORY NO. 25: Describe in detail any statement against interest or admission made by any of the Defendants, and for each statement or admission give the substance of the alleged statement or admission, the date thereof, and the name and address of all persons presence at the time the statement or admission was made.

INTERROGATORY NO. 26: State the date that you terminated the services of the defendants, identify all persons you retained as an attorney to represent you, and describe all actions taken by such attorney or attorneys to have the Default Judgment set aside or to have the Motion to Set Aside Default Judgment set for hearing. If no action was taken by your new attorney, state in detail the reasons your new attorney failed to have the Default Judgment set aside or to have the Motion to Set Aside Default Judgment set for hearing.

INTERROGATORY NO. 27: Describe all material facts which demonstrate that James G. Olin could have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. and identify all persons having information or knowledge of such facts, and identify all documents reflecting or referring to such facts.

INTERROGATORY NO. 28: Describe all material facts supporting the contention that the damages or losses incurred by James G. Olin were proximately caused by the alleged negligence of the defendants and identify all persons having information or knowledge of such facts, and identify all documents reflecting or referring to such facts.

INTERROGATORY NO. 29: Describe any documentary evidence, learned treatises (with page references), tangible evidence, photographs, videotape, or other tangible items whatsoever which you will or may offer as evidence at the trial of this case.

Respectfully submitted, this the ____ day of October, 2015.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
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Page 12 of 12

DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JAMES S. OLIN

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

**DEFENDANTS' FIRST SET OF INTERROGATORIES
PROPOUNDED TO PLAINTIFF JOHN G. MCNEIL**

COME NOW Defendants, Luther, Collier, Hodges & Cash, LLP, by and through their counsel of record, Copeland, Cook, Taylor & Bush, P.A., and pursuant to Rule 33 of the Mississippi Rules of Civil Procedure, propounds the following Interrogatories to Plaintiff John G. McNeil to be answered within the time specified by the Rules. These Interrogatories shall be, pursuant to the Rules, continuing to the date of trial, and any change in answer given occasioned by new information or any other reason shall immediately be supplemented in accordance with the Rules governing same and particularly Rule 26.

INSTRUCTIONS

1. In answering the interrogatories you are required to furnish all information and/or documents within the possession, custody or control of you or your attorneys, agents, representatives or other persons or entities directly or indirectly employed by you or your counsel, acting on your

Page 1 of 11

**DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JOHN G.
MCNEIL**

behalf or subject to your control at the time of answering, and you are required to thereafter supplement your answers in accordance with Rule 26 of the Mississippi Rules of Civil Procedure.

2. If you cannot answer any request in full, after exercising due diligence to secure any information necessary to do so, answer to the extent you are able to do so, specifying your inability to answer the remainder, and stating whatever information or knowledge you have concerning the unanswered portions.

3. If an interrogatory has sub-parts, fully answer each part by way of amplifying, and not limiting, your answer to the interrogatory as a whole.

4. If you maintain that an answer to an interrogatory, or any part thereof, is privileged specify the general subject matter of the information claimed to be privileged, specify the nature of the claimed privilege, and describe the precise ground for the protection. If the privileged material is contained in a document:

- a) Identify the general subject matter of the privileged material;
- b) Identify the person or persons who authorized or received the original or copy of the document; and
- c) Specify the date or dates on which the document was created. Insofar as you do not maintain that the answer is protected from disclosure, the interrogatory is to be answered.

DEFINITIONS

In connection with these interrogatories, the following definitions shall apply:

Page 2 of 11

DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JOHN G. MCNEIL

1. Whenever the terms “you” or “your” are used herein, they shall refer to Plaintiff John G. McNeil under any name by which he may have been known or may have done business, and shall be interpreted to include his agents, servants, employees, and attorneys.

2. “Person” shall mean any individual, partnership, company, firm, association, corporation or other business, governmental, or legal entity.

3. “Address” shall mean the street number, street, city, and state of the subject person, business or other entity.

4. Whenever the term “Plaintiff” is used it refers to John G. McNeil.

5. “Document” means any tangible thing which may be the subject of a document request under Rule 26 and 34 of the Mississippi Rules of Civil Procedure and includes, without limitation, all correspondence, writings, memoranda, drafts, contracts, letters, reports, minutes of meetings, agreements, communications, electronic messaging, text messaging, notes, studies, plans, analyses, work papers, diary or calendar entries, statistical and financial records, books, logs, records of conferences or meetings, records or summaries of telephone calls or other conversations or communications, magnetic tape, sound or mechanical reproductions, visual or sound tape or other recordings, data compilations, and other written communications and computerized records of any kind, including, but not limited to, electronic mail and documents, information and data stored in computer files, laptops, tablets, databases, smart phones, PDA’s, Blackberries, or similar devices. The term “document” also includes any and all copies of any document that contain any notation or otherwise differ from the original and other copies, and specifically includes any and all drafts of

the above and any and all handwritten notes or notations in whatever form together with any attachments to any such documents.

6. "Refer to," "referring to," "relate to" or "relating to" means in whole or in part relating to, referring to, constituting, containing, embodying, discussing, reflecting, dealing with, analyzing, pertaining to or in any way relevant within the meaning of Rule 26(b)(1) of the Mississippi Rules of Civil Procedure.

7. "Identify" shall have the following meanings as the context of the particular interrogatory shall make appropriate:

- (a) When used with respect to a document, it means the author or originator, the date and the subject matter of such document. In lieu of describing each document, a copy of each document may be attached;
- (b) When used with respect to an individual, it means the name and address of such individual; if a corporation or other entity, it means its name and principal place of business;
- (c) When used with respect to a communication, it means whether the communication was written or oral, the date and substance of the communication and the identities of the parties communicating; and
- (d) When used with respect to a publication it means the title and date of the publication, the publisher, the relevant page numbers and whether or not the original or a copy is in your possession.

INTERROGATORIES

INTERROGATORY NO. 1: Please state your current residential address, prior residential addresses for the previous five years, and all dates of residency at each residence.

INTERROGATORY NO. 2: State the names, addresses, and telephone numbers of all persons who have discoverable knowledge of the allegations of the Complaint.

INTERROGATORY NO. 3: Identify fully, giving the name, address and telephone number, of each and every person you expect to call as an expert witness at the trial of this cause, and state the following about each such expert:

- (a) The subject matter, in specific detail, on which the expert is expected to testify;
- (b) The substance of the facts and opinions to which the expert is expected to testify; and
- (c) A summary of the grounds for each opinion to which the expert is expected to testify.

INTERROGATORY NO. 4: For each and every person you intend to call as a witness at the trial of this case please state the witnesses' name, address, and telephone number and current employer.

INTERROGATORY NO. 5: Please provide all material facts which support your contention of legal malpractice against the Defendants including the name and address of all persons having information or knowledge about such contention and a description of all documents pertaining to or relating to or supporting such contention.

INTERROGATORY NO. 6: Please identify all damages or losses you contend you sustained as a result of the alleged negligence/malpractice of the Defendants including the name and

address of all persons having information or knowledge about such allegation and a description of all documents pertaining to or relating to or supporting such allegation.

INTERROGATORY NO. 7: Please describe all actions taken by you prior to entry of the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the name and address of all persons having information or knowledge about such actions and a description of all documents pertaining to or relating to such actions.

INTERROGATORY NO. 8: Please describe all actions taken by you following entry of the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the name and address of all persons having information or knowledge about such actions and a description of all documents pertaining to or relating to such actions.

INTERROGATORY NO. 9: Please describe all defenses to the claims filed against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the name and address of all persons having information or knowledge about such defenses and a description of all documents pertaining to or relating to such defenses.

INTERROGATORY NO. 10: Describe all communications between you and Luther, Collier, Hodges & Cash, LLP or its member or employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 11: Describe all communications between you and Luther, Collier, Hodges & Cash, LLP or its member or employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 12: Describe all communications between you and BancorpSouth Bank, its agents, servants, attorneys, and employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 13: Describe all communications between you and BancorpSouth Bank, its agents, servants, attorneys, and employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 14: Describe all communications between you and James S. Olin and/or John A. McNeil, Jr. relative to the entry of default judgment in *BancorpSouth Bank*

v. Sterling Dev. Co., LLC, including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 15: Identify by name, address, telephone number, job title and present employer of each agent, servant, attorney, or employee of BankcorpSouth Bank that was involved in settlement negotiations with you, including the dates, times, and substance of such settlement negotiations, and identify all persons having information or knowledge of such settlement negotiations, identify all documents relative to such settlement negotiations, and the terms and conditions of the settlement agreement reached with BankcorpSouth.

INTERROGATORY NO. 16: Describe all efforts by BancorpSouth Bank to collect the judgment referred to in paragraph 15 of the Complaint and identify all persons having information or knowledge of such efforts, and identify all documents reflecting or referring or relating to such collection efforts.

INTERROGATORY NO. 17: Please provide all material facts which prove that “but for” the negligence of the Defendants you would have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*, and identify all persons having information or knowledge of such facts, and identify all documents reflecting or referring to such facts.

INTERROGATORY NO. 18: Identify all documents of any nature, including texts, e-mails, correspondence, or similar forms of communications sent to you or received by you regarding the claims brought against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

INTERROGATORY NO. 19: Describe all communications between you and Luther, Collier, Hodges & Cash, LLP or its member or employees relative to settlement negotiations with BancorpSouth Bank including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 20: Describe in detail any statement against interest or admission made by any of the Defendants, and for each statement or admission give the substance of the alleged statement or admission, the date thereof, and the name and address of all persons presence at the time the statement or admission was made and identify all documents reflecting or referring or relating to the statement or admission.

INTERROGATORY NO. 21: Please identify each and document or other tangible evidence which you contend supports the allegations of the Complaint.

INTERROGATORY NO. 22: Describe all material facts which demonstrate that you would have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. and identify all persons having information or knowledge of such facts, and identify all documents reflecting or referring to such facts.

INTERROGATORY NO. 23: Describe all material facts which demonstrate that the damages or losses, if any, sustained by you were proximately caused by the alleged negligence/malpractice of the Defendants and identify all persons having information or knowledge of such facts, and identify all documents reflecting or referring to such facts.

INTERROGATORY NO. 24: If you have withheld production of any document on the grounds of privilege, either attorney client or work product, specify the general subject matter of the privileged document, specify the nature of the claimed privilege, identify the person or persons who authorized and received the original or copy of the document, and specify the date or dates on which the document was created.

INTERROGATORY NO. 25: Describe any documentary evidence, learned treatises (with page references), tangible evidence, photographs, videotape, audio recordings, or other tangible items whatsoever which you will or may offer as evidence at the trial of this case.

Respectfully submitted, this the 28th day of October, 2015.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
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DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JOHN G. MCNEIL

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

**DEFENDANTS' FIRST SET OF INTERROGATORIES
PROPOUNDED TO PLAINTIFF JOHN A. MCNEIL, JR.**

COME NOW Defendants, Luther, Collier, Hodges & Cash, LLP, by and through their counsel of record, Copeland, Cook, Taylor & Bush, P.A., and pursuant to Rule 33 of the Mississippi Rules of Civil Procedure, propounds the following Interrogatories to Plaintiff John A. McNeil, Jr. to be answered within the time specified by the Rules. These Interrogatories shall be, pursuant to the Rules, continuing to the date of trial, and any change in answer given occasioned by new information or any other reason shall immediately be supplemented in accordance with the Rules governing same and particularly Rule 26.

INSTRUCTIONS

1. In answering the interrogatories you are required to furnish all information and/or documents within the possession, custody or control of you or your attorneys, agents, representatives or other persons or entities directly or indirectly employed by you or your counsel, acting on your

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**DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JOHN A.
MCNEIL, JR.**

behalf or subject to your control at the time of answering, and you are required to thereafter supplement your answers in accordance with Rule 26 of the Mississippi Rules of Civil Procedure.

2. If you cannot answer any request in full, after exercising due diligence to secure any information necessary to do so, answer to the extent you are able to do so, specifying your inability to answer the remainder, and stating whatever information or knowledge you have concerning the unanswered portions.

3. If an interrogatory has sub-parts, fully answer each part by way of amplifying, and not limiting, your answer to the interrogatory as a whole.

4. If you maintain that an answer to an interrogatory, or any part thereof, is privileged specify the general subject matter of the information claimed to be privileged, specify the nature of the claimed privilege, and describe the precise ground for the protection. If the privileged material is contained in a document:

- a) Identify the general subject matter of the privileged material;
- b) Identify the person or persons who authorized or received the original or copy of the document; and
- c) Specify the date or dates on which the document was created. Insofar as you do not maintain that the answer is protected from disclosure, the interrogatory is to be answered.

DEFINITIONS

In connection with these interrogatories, the following definitions shall apply:

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DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JOHN A. MCNEIL, JR.

1. Whenever the terms “you” or “your” are used herein, they shall refer to Plaintiff John A. McNeil, Jr. under any name by which he may have been known or may have done business, and shall be interpreted to include his agents, servants, employees, and attorneys.

2. “Person” shall mean any individual, partnership, company, firm, association, corporation or other business, governmental, or legal entity.

3. “Address” shall mean the street number, street, city, and state of the subject person, business or other entity.

4. Whenever the term “Plaintiff” is used it refers to John A. McNeil, Jr.

5. “Document” means any tangible thing which may be the subject of a document request under Rule 26 and 34 of the Mississippi Rules of Civil Procedure and includes, without limitation, all correspondence, writings, memoranda, drafts, contracts, letters, reports, minutes of meetings, agreements, communications, electronic messaging, text messaging, notes, studies, plans, analyses, work papers, diary or calendar entries, statistical and financial records, books, logs, records of conferences or meetings, records or summaries of telephone calls or other conversations or communications, magnetic tape, sound or mechanical reproductions, visual or sound tape or other recordings, data compilations, and other written communications and computerized records of any kind, including, but not limited to, electronic mail and documents, information and data stored in computer files, laptops, tablets, databases, smart phones, PDA’s, Blackberries, or similar devices. The term “document” also includes any and all copies of any document that contain any notation or otherwise differ from the original and other copies, and specifically includes any and all drafts of

the above and any and all handwritten notes or notations in whatever form together with any attachments to any such documents.

6. "Refer to," "referring to," "relate to" or "relating to" means in whole or in part relating to, referring to, constituting, containing, embodying, discussing, reflecting, dealing with, analyzing, pertaining to or in any way relevant within the meaning of Rule 26(b)(1) of the Mississippi Rules of Civil Procedure.

7. "Identify" shall have the following meanings as the context of the particular interrogatory shall make appropriate:

- (a) When used with respect to a document, it means the author or originator, the date and the subject matter of such document. In lieu of describing each document, a copy of each document may be attached;
- (b) When used with respect to an individual, it means the name and address of such individual; if a corporation or other entity, it means its name and principal place of business;
- (c) When used with respect to a communication, it means whether the communication was written or oral, the date and substance of the communication and the identities of the parties communicating; and
- (d) When used with respect to a publication it means the title and date of the publication, the publisher, the relevant page numbers and whether or not the original or a copy is in your possession.

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DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JOHN A. MCNEIL, JR.

INTERROGATORIES

INTERROGATORY NO. 1: Please state your current residential address, prior residential addresses for the previous five years, and all dates of residency at each residence.

INTERROGATORY NO. 2: State the names, addresses, and telephone numbers of all persons who have discoverable knowledge of the allegations of the Complaint.

INTERROGATORY NO. 3: Identify fully, giving the name, address and telephone number, of each and every person you expect to call as an expert witness at the trial of this cause, and state the following about each such expert:

- (a) The subject matter, in specific detail, on which the expert is expected to testify;
- (b) The substance of the facts and opinions to which the expert is expected to testify; and
- (c) A summary of the grounds for each opinion to which the expert is expected to testify.

INTERROGATORY NO. 4: For each and every person you intend to call as a witness at the trial of this case please state the witnesses' name, address, and telephone number and current employer.

INTERROGATORY NO. 5: Please provide all material facts which support your contention of legal malpractice against the Defendants including the name and address of all persons having information or knowledge about such contention and a description of all documents pertaining to or relating to or supporting such contention.

INTERROGATORY NO. 6: Please identify all damages or losses you contend you sustained as a result of the alleged negligence/malpractice of the Defendants including the name and

address of all persons having information or knowledge about such allegation and a description of all documents pertaining to or relating to or supporting such allegation.

INTERROGATORY NO. 7: Please describe all actions taken by you prior to the entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the name and address of all persons having information or knowledge about such actions and a description of all documents pertaining to or relating to such actions.

INTERROGATORY NO. 8: Please describe all actions taken by you following entry of the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the name and address of all persons having information or knowledge about such actions and a description of all documents pertaining to or relating to such actions.

INTERROGATORY NO. 9: Please describe all defenses to the claims filed against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the name and address of all persons having information or knowledge about such defenses and a description of all documents pertaining to or relating to such defenses.

INTERROGATORY NO. 10: Describe all communications between you and Luther, Collier, Hodges & Cash, LLP or its member or employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

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DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JOHN A. MCNEIL, JR.

INTERROGATORY NO. 11: Describe all communications between you and Luther, Collier, Hodges & Cash, LLP or its member or employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 12: Describe all communications between you and BancorpSouth Bank, its agents, servants, attorneys, and employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 13: Describe all communications between you and BancorpSouth Bank, its agents, servants, attorneys, and employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 14: Describe all communications between you and James S. Olin and/or John G. McNeil relative to the entry of default judgment in *BancorpSouth Bank v.*

Sterling Dev. Co., LLC. including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 15: Identify by name, address, telephone number, job title and present employer of each agent, servant, attorney, or employee of BancorpSouth Bank that was involved in settlement negotiations with you, including the dates, times, and substance of such settlement negotiations, and identify all persons having information or knowledge of such settlement negotiations, identify all documents relative to such settlement negotiations, and the terms and conditions of the settlement agreement reached with BancorpSouth.

INTERROGATORY NO. 16: Describe all efforts by BancorpSouth Bank to collect the judgment referred to in paragraph 15 of the Complaint and identify all persons having information or knowledge of such efforts, and identify all documents reflecting or referring or relating to such collection efforts.

INTERROGATORY NO. 17: Please provide all material facts which prove that “but for” the negligence of the Defendants you would have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC.* and identify all persons having information or knowledge of such facts, and identify all documents reflecting or referring to such facts.

INTERROGATORY NO. 18: Identify all documents of any nature, including texts, e-mails, correspondence, or similar forms of communications sent to you or received by you regarding the claims brought against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*

INTERROGATORY NO. 19: Describe all communications between you and Luther, Collier, Hodges & Cash, LLP or its member or employees relative to settlement negotiations with BancorpSouth Bank including the date thereof, the persons involved in the communications, the substance of the communications, and identify all persons having information or knowledge of such communications, and identify all documents reflecting or referring to such communications.

INTERROGATORY NO. 20: Describe in detail any statement against interest or admission made by any of the Defendants, and for each statement or admission give the substance of the alleged statement or admission, the date thereof, and the name and address of all persons present at the time the statement or admission was made and identify all documents reflecting or referring or relating to the statement or admission.

INTERROGATORY NO. 21: Please identify each and document or other tangible evidence which you contend supports the allegations of the Complaint.

INTERROGATORY NO. 22: Describe all material facts which demonstrate that you would have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. and identify all persons having information or knowledge of such facts, and identify all documents reflecting or referring to such facts.

INTERROGATORY NO. 23: Describe all material facts which demonstrate that the damages or losses, if any, sustained by you were proximately caused by the alleged negligence/malpractice of the Defendants and identify all persons having information or knowledge of such facts, and identify all documents reflecting or referring to such facts.

INTERROGATORY NO. 24: If you have withheld production of any document on the grounds of privilege, either attorney client or work product, specify the general subject matter of the privileged document, specify the nature of the claimed privilege, identify the person or persons who authorized and received the original or copy of the document, and specify the date or dates on which the document was created.

INTERROGATORY NO. 25: Describe any documentary evidence, learned treatises (with page references), tangible evidence, photographs, videotape, audio recordings, or other tangible items whatsoever which you will or may offer as evidence at the trial of this case.

Respectfully submitted, this the 28th day of October, 2015.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
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DEFENDANTS' FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JOHN A. MCNEIL, JR.

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

**DEFENDANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO
PLAINTIFF JAMES S. OLIN**

COME NOW Defendants, Luther, Collier, Hodges & Cash, LLP, by and through their counsel of record, Copeland, Cook, Taylor & Bush, P.A., and pursuant to Rule 34 of the Mississippi Rules of Civil Procedure, propounds the following requests for production of documents to Plaintiff James G. Olin to be answered within thirty days of service hereof pursuant to the Mississippi Rules of Civil Procedure.

DEFINITIONS

For the purpose of these Requests for Production, the words set forth shall have the following meaning:

1. Whenever the terms "you" or "your" are used herein, they shall refer to James S. Olin under any name by which he may have been known or may have done business, and shall be interpreted to include his agents, servants, employees, and attorneys.

2. "Person" shall mean any individual, partnership, company, firm, association, corporation or other business, governmental, or legal entity.
3. "Address" shall mean the street number, street, city, and state of the subject person, business or other entity.
4. Whenever the term "Plaintiff" is used it refers to James S. Olin.
5. Whenever the term "Defendants" is used it refers to Luther, Collier, Hodges & Cash, LLP, Lucian Hodges and/or Sam Gaillard Ladd, Jr.
6. "Document" means any tangible thing which may be the subject of a document request under Rule 26 and 34 of the Mississippi Rules of Civil Procedure and includes, without limitation, all correspondence, writings, memoranda, drafts, contracts, letters, reports, minutes of meetings, agreements, communications, electronic messaging, text messaging, notes, studies, plans, analyses, work papers, diary or calendar entries, statistical and financial records, books, logs, minutes or records of conferences or meetings, records or summaries of telephone calls or other conversations or communications, magnetic tape, sound or mechanical reproductions, visual or sound tape or other recordings, data compilations, and other written communications and computerized records of any kind, including, but not limited to, electronic mail and documents, information and data stored in computer files, databases, PDA's, Blackberries, or similar devices. The term "document" also includes any and all copies of any document that contain any notation or otherwise differ from the original and other copies, and specifically includes any and all drafts of the above and any and all

handwritten notes or notations in whatever form together with any attachments to any such documents.

7. "Refer to," "referring to," "relate to" or "relating to" means in whole or in part relating to, referring to, constituting, containing, embodying, discussing, reflecting, dealing with, analyzing, pertaining to or in any way relevant within the meaning of Rule 26(b)(1) of the Mississippi Rules of Civil Procedure.
8. "Underlying action" refers to the state court action styled *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, Cause No. A2402-11-57, Circuit Court of Harrison County, Mississippi.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. All documents and/or other tangible things including exhibits you may or will introduce or use at the trial of this cause.
2. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents which support or tend to support the allegations of the Complaint (including electronically stored information stored in any medium from which information can be obtained).
3. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the default on the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).
4. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from you and BankcorpSouth, its agents, servants, employees, and attorneys

relative to the default on the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty of James S. Olin, John G. McNeil, and/or John A. McNeil, Jr.

5. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

6. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and anyone else relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

7. All documents, correspondence, e-mails, faxes, texts or other written communications, (including electronically stored information stored in any medium from which information can be obtained) to or from you relative to the claims of professional negligence of the Defendants.

8. All documents, correspondence, e-mails, faxes, texts or other written communications or documents (including electronically stored information stored in any medium from which information can be obtained) supporting the allegations of the Complaint that the Defendants committed legal malpractice.

9. All documents, correspondence, memorandum, e-mails, faxes, texts, or other written communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting instructions to Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr., regarding the default judgment, motion to set

aside default judgment, or the hearing on the motion to set aside default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

10. All documents, correspondence, memorandum, e-mails, faxes, texts, or other written communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting the scope of Luther, Collier, Hodges & Cash, LLP,'s representation of you in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

11. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) relating to your retention, engagement, or employment of legal counsel in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. other than Luther, Collier, Hodges & Cash, LLP.

12. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting actions taken after the discharge of Luther, Collier, Hodges & Cash, LLP, as counsel in the underlying action to have the default judgment set aside or to set the motion to set aside default judgment for hearing.

13. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents(including electronically stored information stored in any medium from which information can be obtained) relating to your personal guaranty(s) described in the Complaint including nonpayment thereof.

14. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Luther, Collier, Hodges & Cash, LLP or its member or employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

15. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Luther, Collier, Hodges & Cash, LLP or its member or employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

16. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and BancorpSouth Bank, its agents, servants, and employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

17. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and BancorpSouth Bank, its agents, servants, and employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

18. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from

which information can be obtained) between you, John G. McNeil and/or John A. McNeil, Jr. subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

19. All communications, correspondence, memos, e-mails, tests, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you or anyone acting on your behalf and any other person or entity regarding the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

20. All documents, (including electronically stored information stored in any medium from which information can be obtained) reflecting any defense to the action filed against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. on your personal guaranty(s).

21. All communications, correspondence, memos, e-mails, texts, or other written communication or documents, (including electronically stored information stored in any medium from which information can be obtained) between you or anyone acting on his behalf and BancorpSouth, its agents, servants, employees and attorneys regarding the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s) after entry of the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

22. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you or anyone acting on your behalf and any other person or entity regarding the alleged legal malpractice of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr.

23. All internal memorandum, notes, texts, e-mails, telephone call records, correspondence, diaries, files or records (including electronically stored information stored in any medium from which information can be obtained) relating to the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

24. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to the failure to repay the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

25. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to efforts by BancorpSouth to collect the \$1.9 million judgment referred to in paragraph 15 of the Complaint.

26. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to payment, in whole or in part, of the amounts sought in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

27. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth and you of the claims asserted in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

28. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences that "but for" the negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr., you would have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

29. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences any defenses possessed by you in *BancorpSouth Bank v. Sterling Dev. Co., LLC* on your personal guaranty(s).

30. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which demonstrates that you could have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

31. All documents (including electronically stored information stored in any medium from which information can be obtained) evidencing that damages or losses incurred by you were proximately caused by the alleged negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr.

32. All reports, conclusions, and opinions of any expert witness retained or employed by the Plaintiff who is expected to testify at trial.

Respectfully submitted, this the 28th day of October, 2015.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
2781 C.T. Switzer Sr. Drive, Suite 200
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P.O. Box 10
Gulfport, Mississippi 39502-0010
telephone (228) 863-6101
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DEFENDANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO JAMES S. OLIN

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

**DEFENDANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO
PLAINTIFF JOHN G. MCNEIL**

COME NOW Defendants, Luther, Collier, Hodges & Cash, LLP, by and through their counsel of record, Copeland, Cook, Taylor & Bush, P.A., and pursuant to Rule 34 of the Mississippi Rules of Civil Procedure, propounds the following requests for production of documents to Plaintiff John A. McNeil to be answered within thirty days of service hereof pursuant to the Mississippi Rules of Civil Procedure.

DEFINITIONS

For the purpose of these Requests for Production, the words set forth shall have the following meaning:

1. Whenever the terms "you" or "your" are used herein, they shall refer to John G. McNeil under any name by which he may have been known or may have done business, and shall be interpreted to include his agents, servants, employees, and attorneys.

2. "Person" shall mean any individual, partnership, company, firm, association, corporation or other business, governmental, or legal entity.
3. "Address" shall mean the street number, street, city, and state of the subject person, business or other entity.
4. Whenever the term "Plaintiff" is used it refers to John G. McNeil.
5. Whenever the term "Defendants" is used it refers to Luther, Collier, Hodges & Cash, LLP, Lucian Hodges and/or Sam Gaillard Ladd, Jr.
6. "Document" means any tangible thing which may be the subject of a document request under Rule 26 and 34 of the Mississippi Rules of Civil Procedure and includes, without limitation, all correspondence, writings, memoranda, drafts, contracts, letters, reports, minutes of meetings, agreements, communications, electronic messaging, text messaging, notes, studies, plans, analyses, work papers, diary or calendar entries, statistical and financial records, books, logs, minutes or records of conferences or meetings, records or summaries of telephone calls or other conversations or communications, magnetic tape, sound or mechanical reproductions, visual or sound tape or other recordings, data compilations, and other written communications and computerized records of any kind, including, but not limited to, electronic mail and documents, information and data stored in computer files, databases, PDA's, Blackberries, or similar devices. The term "document" also includes any and all copies of any document that contain any notation or otherwise differ from the original and other copies, and specifically includes any and all drafts of the above and any and all

handwritten notes or notations in whatever form together with any attachments to any such documents.

7. "Refer to," "referring to," relate to" or "relating to" means in whole or in part relating to, referring to, constituting, containing, embodying, discussing, reflecting, dealing with, analyzing, pertaining to or in any way relevant within the meaning of Rule 26(b)(1) of the Mississippi Rules of Civil Procedure.
8. "Underlying action" refers to the state court action styled *BancorpSouth Bank v. Sterling Dev. Co., LLC.* , Cause No. A2402-11-57, Circuit Court of Harrison County, Mississippi.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. All documents and/or other tangible things including exhibits you may or will introduce or use at the trial of this cause.

2. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents which support or tend to support the allegations of the Complaint (including electronically stored information stored in any medium from which information can be obtained).

3. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the default on the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

4. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from you and BankcorpSouth, its agents, servants, employees, and attorneys

relative to the default on the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil, and/or John A. McNeil, Jr.

5. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

6. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and anyone else relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

7. All documents, correspondence, e-mails, faxes, texts or other written communications, (including electronically stored information stored in any medium from which information can be obtained) to or from you relative to the claims of professional negligence of the Defendants.

8. All documents, correspondence, e-mails, faxes, texts or other written communications or documents (including electronically stored information stored in any medium from which information can be obtained) supporting the allegations of the Complaint that the Defendants committed legal malpractice.

9. All documents, correspondence, memorandum, e-mails, faxes, texts, or other written communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting instructions to Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr., regarding the default judgment, motion to set

aside default judgment, or the hearing on the motion to set aside default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

10. All documents, correspondence, memorandum, e-mails, faxes, texts, or other written communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting the scope of Luther, Collier, Hodges & Cash, LLP,'s representation of you in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

11. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) relating to your retention, engagement, or employment of legal counsel in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. other than Luther, Collier, Hodges & Cash, LLP.

12. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting actions taken after the discharge of Luther, Collier, Hodges & Cash, LLP, as counsel in the underlying action to have the default judgment set aside or to set the motion to set aside default judgment for hearing.

13. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents(including electronically stored information stored in any medium from which information can be obtained) relating to your personal guaranty(s) described in the Complaint including nonpayment thereof.

14. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Luther, Collier, Hodges & Cash, LLP or its member or employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

15. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Luther, Collier, Hodges & Cash, LLP or its member or employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

16. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and BancorpSouth Bank, its agents, servants, and employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

17. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and BancorpSouth Bank, its agents, servants, and employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

18. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from

which information can be obtained) between you, James S. Olin and/or John A. McNeil, Jr. subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

19. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you or anyone acting on your behalf and any other person or entity regarding the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

20. All documents, (including electronically stored information stored in any medium from which information can be obtained) reflecting any defense to the action filed against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC* on your personal guaranty(s).

21. All communications, correspondence, memos, e-mails, texts, or other written communication or documents, (including electronically stored information stored in any medium from which information can be obtained) between you or anyone acting on his behalf and BancorpSouth, its agents, servants, employees and attorneys regarding the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s) after entry of the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

22. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you or anyone acting on your behalf and any other person or entity regarding the alleged legal malpractice of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr.

23. All internal memorandum, notes, texts, e-mails, telephone call records, correspondence, diaries, files or records (including electronically stored information stored in any medium from which information can be obtained) relating to the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

24. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to the failure to repay the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

25. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to efforts by BancorpSouth to collect the \$1.9 million judgment referred to in paragraph 15 of the Complaint.

26. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to payment, in whole or in part, of the amounts sought in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

27. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth and you of the claims asserted in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

28. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences that “but for” the negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr., you would have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

29. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences any defenses possessed by you in *BancorpSouth Bank v. Sterling Dev. Co., LLC* on your personal guaranty(s).

30. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which demonstrates that you could have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

31. All documents (including electronically stored information stored in any medium from which information can be obtained) evidencing that damages or losses incurred by you were proximately caused by the alleged negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr.

32. All reports, conclusions, and opinions of any expert witness retained or employed by the Plaintiff who is expected to testify at trial.

Respectfully submitted, this the 28th day of October, 2015.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

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DEFENDANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO JOHN G. MCNEIL

CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
2781 C.T. Switzer Sr. Drive, Suite 200
Biloxi, Mississippi 39531
P.O. Box 10
Gulfport, Mississippi 39502-0010
telephone (228) 863-6101
telecopier (228) 863-9526

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DEFENDANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO JOHN G. MCNEIL

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

**DEFENDANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO
PLAINTIFF JOHN A. MCNEIL, JR.**

COME NOW Defendants, Luther, Collier, Hodges & Cash, LLP, by and through their counsel of record, Copeland, Cook, Taylor & Bush, P.A., and pursuant to Rule 34 of the Mississippi Rules of Civil Procedure, propounds the following requests for production of documents to Plaintiff John A. McNeil, Jr. to be answered within thirty days of service hereof pursuant to the Mississippi Rules of Civil Procedure.

DEFINITIONS

For the purpose of these Requests for Production, the words set forth shall have the following meaning:

1. Whenever the terms "you" or "your" are used herein, they shall refer to John A. McNeil, Jr. under any name by which he may have been known or may have done business, and shall be interpreted to include his agents, servants, employees, and attorneys.

2. "Person" shall mean any individual, partnership, company, firm, association, corporation or other business, governmental, or legal entity.
3. "Address" shall mean the street number, street, city, and state of the subject person, business or other entity.
4. Whenever the term "Plaintiff" is used it refers to John A. McNeil, Jr.
5. Whenever the term "Defendants" is used it refers to Luther, Collier, Hodges & Cash, LLP, Lucian Hodges and/or Sam Gaillard Ladd, Jr.
6. "Document" means any tangible thing which may be the subject of a document request under Rule 26 and 34 of the Mississippi Rules of Civil Procedure and includes, without limitation, all correspondence, writings, memoranda, drafts, contracts, letters, reports, minutes of meetings, agreements, communications, electronic messaging, text messaging, notes, studies, plans, analyses, work papers, diary or calendar entries, statistical and financial records, books, logs, minutes or records of conferences or meetings, records or summaries of telephone calls or other conversations or communications, magnetic tape, sound or mechanical reproductions, visual or sound tape or other recordings, data compilations, and other written communications and computerized records of any kind, including, but not limited to, electronic mail and documents, information and data stored in computer files, databases, PDA's, Blackberries, or similar devices. The term "document" also includes any and all copies of any document that contain any notation or otherwise differ from the original and other copies, and specifically includes any and all drafts of the above and any and all

handwritten notes or notations in whatever form together with any attachments to any such documents.

7. "Refer to," "referring to," "relate to" or "relating to" means in whole or in part relating to, referring to, constituting, containing, embodying, discussing, reflecting, dealing with, analyzing, pertaining to or in any way relevant within the meaning of Rule 26(b)(1) of the Mississippi Rules of Civil Procedure.
8. "Underlying action" refers to the state court action styled *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, Cause No. A2402-11-57, Circuit Court of Harrison County, Mississippi.

REQUEST FOR PRODUCTION OF DOCUMENTS

1. All documents and/or other tangible things including exhibits you may or will introduce or use at the trial of this cause.

2. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents which support or tend to support the allegations of the Complaint (including electronically stored information stored in any medium from which information can be obtained).

3. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the default on the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

4. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from you and BankcorpSouth, its agents, servants, employees, and attorneys

relative to the default on the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil, and/or John A. McNeil, Jr.

5. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

6. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and anyone else relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

7. All documents, correspondence, e-mails, faxes, texts or other written communications, (including electronically stored information stored in any medium from which information can be obtained) to or from you relative to the claims of professional negligence of the Defendants.

8. All documents, correspondence, e-mails, faxes, texts or other written communications or documents (including electronically stored information stored in any medium from which information can be obtained) supporting the allegations of the Complaint that the Defendants committed legal malpractice.

9. All documents, correspondence, memorandum, e-mails, faxes, texts, or other written communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting instructions to Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr., regarding the default judgment, motion to set

aside default judgment, or the hearing on the motion to set aside default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

10. All documents, correspondence, memorandum, e-mails, faxes, texts, or other written communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting the scope of Luther, Collier, Hodges & Cash, LLP's representation of you in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

11. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) relating to your retention, engagement, or employment of legal counsel in *BancorpSouth Bank v. Sterling Dev. Co., LLC*, other than Luther, Collier, Hodges & Cash, LLP.

12. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting actions taken after the discharge of Luther, Collier, Hodges & Cash, LLP, as counsel in the underlying action to have the default judgment set aside or to set the motion to set aside default judgment for hearing.

13. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) relating to your personal guaranty(s) described in the Complaint including nonpayment thereof.

14. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Luther, Collier, Hodges & Cash, LLP or its member or employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

15. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Luther, Collier, Hodges & Cash, LLP or its member or employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

16. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and BancorpSouth Bank, its agents, servants, and employees prior to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

17. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and BancorpSouth Bank, its agents, servants, and employees subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

18. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from

which information can be obtained) between James G. Olin and John G. McNeil and/or John A. McNeil, Jr. subsequent to entry of default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

19. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you or anyone acting on your behalf and any other person or entity regarding the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

20. All documents, (including electronically stored information stored in any medium from which information can be obtained) reflecting any defense to the action filed against you in *BancorpSouth Bank v. Sterling Dev. Co., LLC* on your personal guaranty(s).

21. All communications, correspondence, memos, e-mails, texts, or other written communication or documents, (including electronically stored information stored in any medium from which information can be obtained) between you or anyone acting on his behalf and BancorpSouth, its agents, servants, employees and attorneys regarding the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s) after entry of the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

22. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you or anyone acting on your behalf and any other person or entity regarding the alleged negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr.

23. All internal memorandum, notes, texts, e-mails, telephone call records, correspondence, diaries, files or records (including electronically stored information stored in any medium from which information can be obtained) relating to the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

24. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to the failure to repay the commercial loans made to Splash-Biloxi, LLC. and your personal guaranty(s).

25. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to efforts by BancorpSouth to collect the \$1.9 million judgment referred to in paragraph 15 of the Complaint.

26. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring to relating to payment, in whole or in part, of the amounts sought in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

27. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth and you of the claims asserted in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

28. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences that “but for” the negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr., you would have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

29. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences any defenses possessed by you in *BancorpSouth Bank v. Sterling Dev. Co., LLC* on your personal guaranty(s).

30. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which demonstrates that you could have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

31. All documents (including electronically stored information stored in any medium from which information can be obtained) evidencing that damages or losses incurred by you were proximately caused by the alleged negligence of Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr.

32. All reports, conclusions, and opinions of any expert witness retained or employed by the Plaintiff who is expected to testify at trial.

Respectfully submitted, this the 28th day of October, 2015.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

Page 10 of 11

DEFENDANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO JOHN A. MCNEIL, JR.

CERTIFICATE OF SERVICE

I hereby certify that on October 28, 2015, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiff

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
2781 C.T. Switzer Sr. Drive, Suite 200
Biloxi, Mississippi 39531
P.O. Box 10
Gulfport, Mississippi 39502-0010
telephone (228) 863-6101
telecopier (228) 863-9526

Page 11 of 11

DEFENDANT'S FIRST REQUEST FOR PRODUCTION OF DOCUMENTS TO JOHN A. MCNEIL, JR.

COPELAND
COOK
TAYLOR &
BUSH

December 7, 2015

VIA E-MAIL at rhayesj@gmail.com

R. Hayes Johnson, Jr.
Johnson Law Practice, PLLC
1902 21st Ave.
Gulfport, MS 39501

Re: *Olin, et al. v Luther, Collier, Hodges & Cash, LLP, et al*
Circuit Court of Harrison County, Mississippi
Cause No.: A2402-15-97
Our File No.: 10469-1

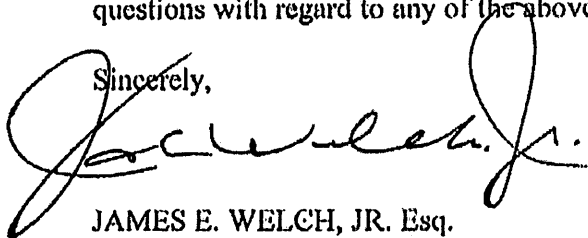
Dear Hayes:

Please recall that Defendants propounded interrogatories and requests for production to each individual plaintiff on October 28, 2015. By my calculations your clients' responses are overdue. Please advise me when I can expect to receive your client's responses so that a motion to compel will not be necessary.

Please accept this as my good faith attempt to resolve this discovery dispute without the Court's intervention pursuant to the Uniform Circuit and County Court Rules.

As always, thank you for your cooperation and attention herein. Please call if you have any questions with regard to any of the above.

Sincerely,

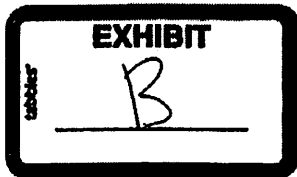


JAMES E. WELCH, JR. Esq.
jew,jr/ac

GULF COAST
Gulf Coast Professional Towers
2781 C.T. Switzer Sr. Drive, Suite 200
Biloxi, MS 39531

P.O. Box 10
Gulfport, MS 39502

Tel (228) 863-6101
Fax (228) 868-9077



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IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.

PLAINTIFFS

VS.

CIVIL ACTION NO.: A2402-2015-97

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10

DEFENDANTS

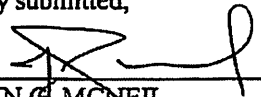
MOTION TO DISMISS CERTAIN PARTIES UNDER MISS. R. CIV. P. 41(a)

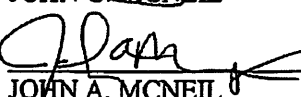
COME NOW the Plaintiffs, John G. McNeil, and John A. McNeil, Jr., and hereby request that this matter be dismissed as to these Plaintiffs only. Said request is brought under Miss. R. Civ. P. 41(a).

WHEREFORE, PREMISES CONSIDERED, John G. McNeil and John A. McNeil, Jr., and each of them, request that this matter be dismissed as to these Plaintiffs, only, as provided by Miss. R. Civ. P. 41(a). Plaintiffs also request general relief.

Dated, this the 28th Day of December, 2015.

Respectfully submitted,



JOHN G. MCNEIL


JOHN A. MCNEIL

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10

DEFENDANTS

ORDER GRANTING DEFENDANTS' MOTION TO COMPEL

This cause is here before the Court on the Defendants' Motion to Compel Responses to Discovery pursuant to Rule 37 of the Mississippi Rules of Civil Procedure and the Court, being fully advised in the premises, and noting the approval of all parties through their respective counsel to the entry of this order, finds that Defendants' Motion to Compel Responses to Discovery is well taken and should be granted. It is, therefore,

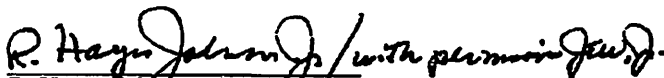
ORDERED AND ADJUDGED, that Plaintiffs John G. McNeil and John A. McNeil, Jr. be and the same are hereby directed to respond fully, completely, and without objection to Defendants' First Set of Interrogatories and Requests for Production of Documents on or before January 18, 2016.

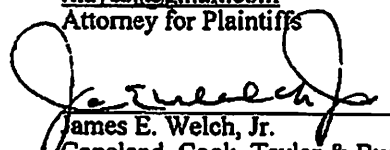
ORDERED AND ADJUDGED, this the 29th day of December, 2015.



CIRCUIT COURT JUDGE

AGREED AND APPROVED:


R. Hayes Johnson, Jr.
rhayesi@gmail.com
Attorney for Plaintiffs


James E. Welch, Jr.
Copeland, Cook, Taylor & Bush, P.A.
jwelch@cctb.com
Attorney for Defendants

FILED
DEC 30 2015

GAYLE PARKER
CIRCUIT CLERK

Case: 24CI2:15-cv-00097

Document #: 22

Filed: 12/30/2015

RECEIVED

12-30-15

TP04

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

JAMES S. OLIN

PLAINTIFF

VS.

CIVIL ACTION NO. A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1 - 10**

DEFENDANTS

NOTICE OF SERVICE

TO: James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, PA
P O Box 10
Gulfport, Mississippi 39502-0010
jwelch@cctb.com

COME NOW the Plaintiff, James S. Olin, by and through his attorney, and hereby give notice to the Court that the above-named counsel was served with a copy of the following discovery documents on the 23rd Day of December, 2015, in the above-entitled action, to wit: PLAINTIFF'S RESPONSES TO DEFENDANTS FIRST SET OF INTERROGATORIES PROPOUNDED TO PLAINTIFF JAMES S. OLIN.

Notice is further given that the undersigned will retain, as custodian, the original of the aforementioned documents.

Dated this the 14th Day of January, 2016.

Respectfully submitted,

JAMES S. OLIN

BY: JOHNSON LAW PRACTICE, PLLC

s/R. Hayes Johnson, Jr.

CERTIFICATE OF SERVICE

I, R. Hayes Johnson, Jr., attorney for JAMES S. OLIN, Plaintiff in the above styled and numbered cause, do hereby certify that I electronically filed the foregoing with the Clerk of the Court using the MEC system, which electronically served the following attorney(s):

James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, PA
P O Box 10
Gulfport, Mississippi 39502-0010
jwelch@cctb.com

This the 23rd Day of December, 2015.

/s/ R. HAYES JOHNSON, JR.
R. Hayes Johnson, Jr.
MSB No. 10697

JOHNSON LAW PRACTICE, PLLC
R. Hayes Johnson, Jr. (MSB #10697)
P O Box 717, Long Beach MS 39560
1902 21st Avenue, Gulfport MS 39501
228 868-5499-office/888 647-3665-fax
rhayesj@gmail.com

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

NOTICE OF HEARING

To: R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiffs

Shirley Valdez, Court Administrator
svaldez@co.harrison.ms.us

PLEASE TAKE NOTICE that Luther, Collier, Hodges & Cash, LLP, Lucien Hodges, and Sam Gaillard Ladd, Jr., Defendants in the above styled and numbered cause, will bring on for hearing their Motion to Compel before the Honorable Lisa P. Dodson, Harrison County Circuit Court Judge, on **February 12, 2016 at 9:00 a.m.** or when counsel can conveniently be heard at the Harrison County Courthouse, Second Judicial District 730 Dr., Martin Luther King, Jr., Blvd, **Biloxi, MS.**

Respectfully submitted, this the 14th day of January, 2016.

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.

BY: COPELAND, COOK, TAYLOR & BUSH, PA

BY: s/WILLIAM E. WHITFIELD. III
Mississippi Bar No. 7161
s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

Page 2 of 3
NOTICE OF HEARING

CERTIFICATE OF SERVICE

I hereby certify that on January 14, 2016, I electronically mailed the foregoing to the following:

R. Hayes Johnson
rhayesj@gmail.com
Attorney for Plaintiffs

I hereby certify that I have mailed by United States Postal Service the document to the following non-ECF participants: none

s/WILLIAM E. WHITFIELD, III

Mississippi Bar No. 7161

s/JAMES E. WELCH, JR.

Mississippi Bar No. 7090

William E. Whitfield, III.
James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
2781 C.T. Switzer Sr. Drive, Suite 200
Biloxi, Mississippi 39531
P.O. Box 10
Gulfport, Mississippi 39502-0010
telephone (228) 863-6101
telecopier (228) 863-9526

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

NOTICE OF INTENT TO SERVE SUBPOENA ON NON-PARTY

Please take notice that upon the expiration of FIFTEEN (15) days (or such other time as the Court has allowed) from the date of service of this Notice, Defendants, Luther, Collier, Hodges & Cash, LLP; Lucien Hodges; Sam Gaillard Ladd, Jr., will apply to the Clerk of this Court for issuance of the attached subpoena(s) directed to the individuals/entities indicated who are not parties to this cause of action and whose address is reflected upon the subpoena (to produce the documents or things/or to give permission to enter upon land or the property) at the time and place specified in the subpoena.

Respectfully submitted this the 14th day of January, 2016.

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.**

BY: COPELAND, COOK, TAYLOR & BUSH, P.A.

BY: /S/ JAMES E. WELCH, JR.
Mississippi Bar No. 7090

JAMES E. WELCH, JR.
COPELAND, COOK, TAYLOR & BUSH
P.O. Box 10
Gulfport, Mississippi 39502-0010
telephone (228) 863-6101
telecopier (228) 863-9526

CERTIFICATE

I hereby certify that on January 14, 2016, I electronically filed the foregoing with the Clerk of the Court using the MECF system which sent notification of such filing to the following:

R. Hayes Johnson, Jr.
rhayesj@gmail.com
Attorney for Plaintiffs

SO CERTIFIED, this the 14th day of January, 2016.

s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10

DEFENDANTS

SUBPOENA DUCES TECUM

GREETINGS TO ANY LAWFUL OFFICER OR PROCESS SERVER:

WE COMMAND YOU TO SUMMON Michael E. Whitehead, Page, Mannino, Peresich & mcDermott, 759 Vieux Marche Mall, Biloxi, MS 39530, to produce to James E. Welch, Jr., Esq., at the law offices of Copeland, Cook, Taylor & Bush, P.A., 2781 C. T. Switzer Sr. Drive, Suite 200, Biloxi, Mississippi 39531, the documents identified in Exhibit "A" attached hereto, within fourteen days of service of this Subpoena Duces Tecum. These documents are to be used as evidence in a case pending in Circuit Court of Harrison County, Second Judicial District, wherein Luther, Collier, Hodges & Cash, LLP is the Defendant.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT, this the ____ day of _____, 2016.

GAYLE PARKER, CIRCUIT CLERK

BY: _____
DEPUTY CLERK

Requested by:

James E. Welch, Jr., Esq., Miss. Bar No. 7090
COPELAND, COOK, TAYLOR & BUSH, P.A.
P.O. Box 10
Gulfport, MS 39502-0010
(228) 863-6101
Counsel for the Defendants

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10

DEFENDANTS

EXHIBIT "A" TO SUBPOENA DUCES TECUM

1. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC. and their personal guaranty(s).

2. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from counsel for James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC. and their personal guaranty(s).

3. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. or their counsel relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

4. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Luther, Collier, Hodges & Cash, LLP, Lucian Hodges, and/or Sam Gaillard Ladd, Jr., relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

5. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting actions taken after the discharge of Luther, Collier, Hodges & Cash, LLP, as counsel for James Olin to have the default judgment set aside or to set the motion to set aside default judgment for hearing.

6. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Mark Donnell relative to the representation of James Olin.

7. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and Hayes Johnson relative to the representation of James Olin.

8. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) relating to the enforcement of the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC.

9. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

10. All communications, correspondence, memos, e-mails, tests, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between you and any other person or entity (other than your client) regarding the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

11. All documents, (including electronically stored information stored in any medium from which information can be obtained) reflecting any defense to the action filed against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC*. on their personal guaranty(s).

12. All communications, correspondence, memos, e-mails, texts, or other written communication or documents, (including electronically stored information stored in any medium from which information can be obtained) regarding the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr.

13. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to the failure to repay the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr.

14. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to efforts by BancorpSouth to collect the judgment obtained in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

15. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to payment, in whole or in part, of the amounts sought in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

16. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth of the claims asserted against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

17. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences that James S. Olin, John G. McNeil and/or John A. McNeil, Jr. could have prevailed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

18. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences efforts by James Olin to have the default judgment set aside in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

Page 3 of 3
EXHIBIT "A"

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10

DEFENDANTS

ORDER OF DISMISSAL AS TO JOHN G. MCNEIL AND JOHN A. MCNEIL, JR.


This cause is here before the Court on the motion to dismiss [Doc 21] filed by Plaintiffs John G. McNeil and John A. McNeil, Jr. pursuant to Rule 41(a) of the Mississippi Rules of Civil Procedure and the Court, being fully advised in the premises, and noting the approval of all parties through their respective counsel to the entry of this order, finds that the Motion to Dismiss is well taken and should be granted. It is, therefore,

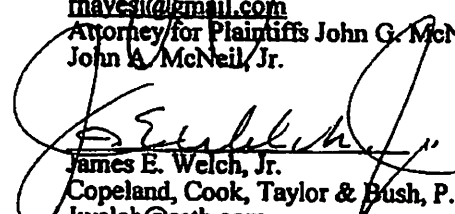
ORDERED AND ADJUDGED, that the above styled and numbered cause be and it is hereby dismissed as to Plaintiffs John G. McNeil and John A. McNeil, Jr., with each party bearing their own costs.

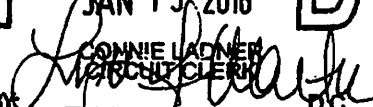
ORDERED AND ADJUDGED, this the 14th day of January, 2016.


CIRCUIT COURT JUDGE

AGREED AND APPROVED:


R. Hayes Johnson, Jr.
rhayesj@gmail.com
Attorney for Plaintiffs John G. McNeil and
John A. McNeil, Jr.


James E. Welch, Jr.
Copeland, Cook, Taylor & Bush, P.A.
jwelch@cctb.com
Attorney for Defendants

FILED
JAN 15 2016
CONNIE LADNER
CIRCUIT CLERK
BY  D.C.

Case 1:16-cv-00097

Document #: 26

Filed: 01/15/2016

Page 1 of 1

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MJC

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

JAMES S. OLIN; JOHN G. MCNEIL; and JOHN A MCNEIL, JR. PLAINTIFFS

VERSUS CAUSE NO. A2402-2015-00097

LUTHER, COLLIER, HODGES AND CASH, LLP; LUCIEN
HODGES; SAM GAILLARD LADD, JR.; and JOHN DOES 1-10 DEFENDANTS

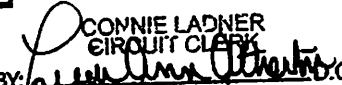
ORDER

THIS CAUSE came on to be considered and the Court finds that a Scheduling Order is needed to conclude this matter. The parties are to consult with one another and provide an agreed Scheduling Order in the exact format as attached hereto within thirty (30) days. Should no agreed Scheduling Order be received within that time, the Court will enter a Scheduling Order without further notice. It is, therefore,

ORDERED that the parties shall provide an agreed Scheduling Order in the proper format within thirty (30) days of the date hereof and that if same is not received within that time period, the Court will enter a Scheduling Order without further notice.

ORDERED this the 11th day of January, 2016.


CIRCUIT COURT JUDGE

FILED
JAN 22 2016
CONNIE LADNER
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BY: 



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via mail

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
JUDICIAL DISTRICT

PLAINTIFF

VERSUS

CAUSE NO. A240_-20_-00_

DEFENDANT

ORDER

THIS CAUSE came on to be considered, and the Court finds that a Scheduling Order is needed in order to expedite and conclude this matter. It is, therefore,

ORDERED that the Plaintiff(s) shall on or before _____, 201_, designate any and all expert witnesses and provide full supplementation regarding any Interrogatories or Requests for Production, and in particular shall supplement with regard to any discovery directed to information concerning expert witnesses. It is further,

ORDERED that the Defendant(s) shall on or before _____, 201_, designate any and all expert witnesses and provide full supplementation regarding any Interrogatories or Requests for Production, and in particular shall supplement with regard to any discovery directed to information concerning expert witnesses. It is further,

ORDERED that the Plaintiff(s) shall on or before _____, 201_, designate any and all rebuttal expert witnesses and provide full supplementation regarding any rebuttal opinions of all expert witnesses. It is further,

ORDERED that all remaining discovery shall be completed on or before _____, 201_. It is further,

ORDERED that any and all motions other than motions in limine shall be filed on or before _____, 201_, and any response to any such motion shall be filed on or before _____, 201_. It is further,

ORDERED that all motions in limine shall be filed on or before _____, 201_, and any response to any such motion in limine shall be filed on or before _____, 201_. It is further,

ORDERED that all motions not previously disposed of shall be heard on _____, 201_, at 9:00 A.M. in _____, MS. It is further,

ORDERED that there shall be a Pretrial Conference on _____, 201_, at 9:00 A.M. in _____, MS. It is further,

ORDERED that Trial of this cause shall be set for _____, 201_.

ORDERED this the _____ day of _____, 201_.

CIRCUIT COURT JUDGE

AGREED:

ATTORNEY FOR PLAINTIFF

ATTORNEY FOR DEFENDANT

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

NOTICE OF INTENT TO SERVE SUBPOENA ON NON-PARTY

Please take notice that upon the expiration of fifteen (15) days (or such other time as the Court has allowed) from the date of service of this Notice, Defendants, Luther, Collier, Hodges & Cash, LLP; Lucien Hodges; Sam Gaillard Ladd, Jr., will apply to the Clerk of this Court for issuance of the attached subpoena(s) directed to the individuals/entities indicated who are not parties to this cause of action and whose address is reflected upon the subpoena (to produce the documents or things/or to give permission to enter upon land or the property) at the time and place specified in the subpoena.

Respectfully submitted this the 22nd day of January, 2016.

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.**

BY: COPELAND, COOK, TAYLOR & BUSH, P.A.

BY: /S/ JAMES E. WELCH, JR.
Mississippi Bar No. 7090

JAMES E. WELCH, JR.
COPELAND, COOK, TAYLOR & BUSH
P.O. Box 10
Gulfport, Mississippi 39502-0010
telephone (228) 863-6101
telecopier (228) 863-9526

CERTIFICATE

I hereby certify that on January 22, 2016, I electronically filed the foregoing with the Clerk of the Court using the MECF system which sent notification of such filing to the following:

R. Hayes Johnson, Jr.
rhayesj@gmail.com
Attorney for Plaintiffs

SO CERTIFIED, this the 22nd day of January, 2016.

s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

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CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

SUBPOENA DUCES TECUM

GREETINGS TO ANY LAWFUL OFFICER OR PROCESS SERVER:

WE COMMAND YOU TO SUMMON BancorpSouth Bank, c/o Charles Pignuolo, its registered agent for service, 201 South Spring Street, Tupelo, MS 38804, to produce to James E. Welch, Jr., Esq., at the law offices of Copeland, Cook, Taylor & Bush, P.A., 2781 C. T. Switzer Sr. Drive, Suite 200, Biloxi, Mississippi 39531, the documents identified in **Exhibit "A"** attached hereto, within fourteen days of service of this Subpoena Duces Tecum. These documents are to be used as evidence in a case pending in Circuit Court of Harrison County, Second Judicial District, wherein Luther, Collier, Hodges & Cash, LLP is a Defendant.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT, this the __ day of _____,
2016.

CONNIE LADNER, CIRCUIT CLERK

BY: _____
DEPUTY CLERK

Requested by:

James E. Welch, Jr., Esq., Miss. Bar No. 7090
COPELAND, COOK, TAYLOR & BUSH, P.A.
P.O. Box 10
Gulfport, MS 39502-0010
(228) 863-6101
Counsel for the Defendants

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

EXHIBIT "A" TO SUBPOENA DUCES TECUM TO BANCORPSOUTH BANK

1. All documents relating to the \$8,013,264.50 commercial loan ("loan") to Splash - Biloxi, LLC of September 21, 2006, excluding any personal financial information of the borrower/guarantors and any attorney-client communications.
2. All documents relating to the foreclosure following default on the \$8,013,264.50 loan to Splash - Biloxi, LLC, Loan Number 208000489918, excluding any personal financial information of the borrower/guarantors and any attorney-client communications.
3. All documents relating to the collection of the \$8,013,264.50 loan to Splash - Biloxi, LLC, following default and BancorpSouth Bank's efforts to collect the deficiency due on such note after foreclosure, excluding any personal financial information of the borrower/guarantors and any attorney-client communications.
4. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC. and their personal guaranty(s).
5. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from counsel for James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC. and their personal guaranty(s).
6. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. after suit was filed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

7. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from BancorpSouth relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
8. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting actions taken by BancorpSouth after the discharge of Luther, Collier, Hodges & Cash, LLP as counsel for James Olin in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
9. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth (including its counsel) and Mark Donnell/Robert Mendes relative to the representation of James Olin.
10. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth (including its counsel) and Hayes Johnson relative to the representation of James Olin.
11. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents(including electronically stored information stored in any medium from which information can be obtained) relating to the enforcement of the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC., excluding attorney client communications.
12. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth and James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC.*
13. All communications, correspondence, memos, e-mails, tests, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth and any other person or entity (other than your attorney) regarding the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*
14. All documents, (including electronically stored information stored in any medium from which information can be obtained) reflecting any defense to the action filed against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC.* on their personal guaranty(s), excluding attorney client communications.

15. All communications, correspondence, memos, e-mails, texts, or other written communication or documents, (including electronically stored information stored in any medium from which information can be obtained) not previously produced regarding the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr., excluding attorney client communications.
16. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to the failure to repay the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr., excluding attorney client communications.
17. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to efforts by BancorpSouth to collect the judgment obtained in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
18. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to payment, in whole or in part, of the amounts sought in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
19. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences efforts by James Olin to have the default judgment set aside in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
20. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth of the claims asserted against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

NOTICE OF INTENT TO SERVE SUBPOENA ON NON-PARTY

Please take notice that upon the expiration of fifteen (15) days (or such other time as the Court has allowed) from the date of service of this Notice, Defendants, Luther, Collier, Hodges & Cash, LLP; Lucien Hodges; Sam Gaillard Ladd, Jr., will apply to the Clerk of this Court for issuance of the attached subpoena(s) directed to the individuals/entities indicated who are not parties to this cause of action and whose address is reflected upon the subpoena (to produce the documents or things/or to give permission to enter upon land or the property) at the time and place specified in the subpoena.

Respectfully submitted this the 22nd day of January, 2016.

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.**

BY: COPELAND, COOK, TAYLOR & BUSH, P.A.

BY: /S/ JAMES E. WELCH, JR.
Mississippi Bar No. 7090

JAMES E. WELCH, JR.
COPELAND, COOK, TAYLOR & BUSH
P.O. Box 10
Gulfport, Mississippi 39502-0010
telephone (228) 863-6101
telecopier (228) 863-9526

C E R T I F I C A T E

I hereby certify that on January 22, 2016, I electronically filed the foregoing with the Clerk of the Court using the MECF system which sent notification of such filing to the following:

R. Hayes Johnson, Jr.
rhayesj@gmail.com
Attorney for Plaintiffs

SO CERTIFIED, this the 22nd day of January, 2016.

s/JAMES E. WELCH, JR.
Mississippi Bar No. 7090

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

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CIVIL ACTION NO.: A2402-2015-97

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LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

SUBPOENA DUCES TECUM

GREETINGS TO ANY LAWFUL OFFICER OR PROCESS SERVER:

WE COMMAND YOU TO SUMMON Jason Walker, BancorpSouth, Inc., 2301 US-80, Pearl, Mississippi 39208, or 451 Fox Bay Drive, Brandon, Mississippi 39047, to produce to James E. Welch, Jr., Esq., at the law offices of Copeland, Cook, Taylor & Bush, P.A., 2781 C. T. Switzer Sr. Drive, Suite 200, Biloxi, Mississippi 39531, the documents identified in **Exhibit "A"** attached hereto, within fourteen days of service of this Subpoena Duces Tecum. These documents are to be used as evidence in a case pending in Circuit Court of Harrison County, Second Judicial District, wherein Luther Collier Hodges & Cash, LLP is the Defendant.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT, this the __ day of _____,
2016.

CONNIE LADNER, CIRCUIT CLERK

BY: _____
DEPUTY CLERK

Requested by:

James E. Welch, Jr., Esq., Miss. Bar No. 7090
COPELAND, COOK, TAYLOR & BUSH, P.A.
P.O. Box 10
Gulfport, MS 39502-0010
(228) 863-6101
Counsel for the Defendants

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
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CIVIL ACTION NO.: A2402-2015-97

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LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

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20. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth of the claims asserted against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

JAMES S. OLIN

PLAINTIFF

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

MOTION FOR RECUSAL

COMES NOW, James S. Olin, through counsel, and in support of this Motion for Recusal, would show as follows:

1. The motion is filed, and governed by: Miss. R. Civ. P. 16A; U.C.C.C.R. 1.15; and with reference to the Code Jud. Cond. 3E. Provisions of those rules are hereby referenced and incorporated as if fully recited herein. A good faith statement by undersigned counsel is attached as Exhibit "A."¹
2. "Judges should disqualify themselves in proceedings in which their impartiality might be questioned by a reasonable person knowing all the circumstances...." Miss. Code Jud. Cond. Canon 3E.
3. Here, counsel suggests in good faith that recusal may be appropriate in this case, for the following reasons:
4. This is a lawsuit based on legal malpractice, based primarily on the alleged failure of the Defendants to answer, appear and defend the Plaintiff against a default in an earlier case, *BancorpSouth Bank v. Sterling Dev. Co, et al.*, Cause No. 11cv57.
5. In the previous case, this Court, Hon. Lisa Dodson, granted a default judgment against the

¹Counsel's legal assistant is unavailable, so the statement is not notarized. If required, an affidavit will be submitted.

Plaintiff, James S. Olin, and his co-defendants, for \$1.9 million. A copy of the default judgment is attached as Exhibit “B.” A copy of the docket sheet from 11cv57 is attached as Exhibit “C.”

6. Judge Dodson drew the instant case through random case assignment. Recusal is sought for the simple fact that the instant matter will involve many of the same people and issues from the earlier suit. This Court’s own Order will be used as evidence of damages by the Plaintiff. The Court may have to conduct a “trial within a trial” to determine if Plaintiff had meritorious defenses in the previous matter, and also to decide whether Defendants’ alleged negligence was the cause of Plaintiff’s damages.
7. Further, the Court may be asked to resolve various disputes directly related to Judge Dodson’s entry of the default judgment, including:
 - a. Whether the Court was too abrupt entering the default, at a time when prior counsel (Defendant Sam Gaillard Ladd, Jr.) claims to have already communicated with the Court that he was en route to the hearing, but would be late arriving;
 - b. The basis for certain portions of the judgment, including an award of \$489,446.28 attorney fees;
 - c. Whether the Court may have rescinded the default if the Plaintiff had allowed his attorneys to set and argue a motion to set aside.
8. In all of these instances, this Court may be put in a position that appears to require the Court to explain, or defend, or reconsider its prior judgment.
9. For example: Defendants have asserted multiple affirmative defenses based on the contention that the Plaintiff, James S. Olin, failed to mitigate his alleged damages because

he did not attempt to get Judge Dodson to set aside the default.

10. It's difficult to imagine how Judge Dodson could rule on the mitigation issue in the current lawsuit without such a ruling appearing to be a statement on the merits of the motion to set aside in the previous lawsuit.
11. It is not alleged that any of these issues favors or harms either side, nor that this Court is unable to maneuver the issues and arrive at a proper result. However, recusal is appropriate at any time when "it appears that the judge's impartiality might be questioned by a reasonable person knowing all the circumstances...." U.C.C.C.R. 1.15.
12. Since this matter already has been litigated – in part – before Hon. Lisa Dodson, it is respectfully suggested that some other judge ought to be the one who sits over the disputes that arose from Judge Dodson's default judgment.

WHEREFORE, PREMISES CONSIDERED, this Court should find and Order all relief requested, and any not requested to which your Movant, James S. Olin, may be entitled. Movant also seeks general relief.

Respectfully submitted, this 24th Day of January, 2016.

s/R. HAYES JOHNSON, JR.

CERTIFICATE OF SERVICE

I, R. Hayes Johnson, Jr., attorney for JAMES S. OLIN, Plaintiff in the above styled and numbered cause, do hereby certify that I electronically filed the foregoing with the Clerk of the Court using the MEC system, which electronically served the following attorney(s):

James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, PA
P O Box 10
Gulfport, Mississippi 39502-0010
jwelch@cctb.com

This the 24th Day of January, 2016.

/s/ R. HAYES JOHNSON, JR.
R. Hayes Johnson, Jr.
MSB No. 10697

JOHNSON LAW PRACTICE, PLLC
R. Hayes Johnson, Jr. (MSB #10697)
P O Box 717, Long Beach MS 39560
1902 21st Avenue, Gulfport MS 39501
228.868.5499 office/888.647.3665 Fax
rhayesj@gmail.com

Page 4 of 4

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

JAMES S. OLIN

PLAINTIFF

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

GOOD FAITH STATEMENT OF ROBERT HAYES JOHNSON, JR.

COMES NOW Robert Hayes Johnson, Jr., , ESQ., who certifies and states the following, to-wit:

1. My name is Robert Hayes Johnson, Jr. I am attorney licensed in Mississippi, Bar No. 10697. I have personal knowledge of the facts stated herein.
2. I learned earlier this month that Hon. Lisa Dodson was the judge assigned to this case. Judge Dodson was the same jurist who entered a \$1.9 million default judgment in an earlier matter which is central to the legal malpractice allegations contained in the current case.
3. I reviewed legal arguments and potential evidentiary issues in this case, and came to the belief that Judge Dodson may be put in an awkward position by resolving various disputes that arose out of her entry of the default judgment.
4. Defendants had previously scheduled the deposition of my client for Jan. 20, 2016, so I waited until that date to discuss with my client and opposite counsel whether a motion for recusal was appropriate.
5. After those discussions, I decided to file a motion for recusal so that Judge Dodson would review the issues asserted in the motion.
6. This statement is made in good faith, and in accordance with the law and rules, including UCCCR 1.15.

Submitted this, the 24th Day of January, 2016.

Signed: *s/Robert Hayes Johnson, Jr.* (MSB #10697)

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

BANCORPSOUTH BANK

PLAINTIFF

VERSUS

CAUSE NO. A2402-11-57

**STERLING DEVELOPMENT COMPANY, LLC,
DAVAGE J. RUNNELS, JOHN A. MCNEIL, JR.,
JAMES S. OLIN AND JOHN G. MCNEIL**

DEFENDANTS

ORDER

This Cause came on to be heard on BancorpSouth Bank's Motion for Default Judgment against Davage J. Runnels, John A. McNeil Jr., James S. Olin, and John G. McNeil (hereinafter collectively "Defendants") pursuant to Rule 55(b) of the Mississippi Rules of Civil Procedure, and the Court having found that the Defendants have been each duly served with the Summons and Complaint; none of these Defendants are infants or unrepresented incompetent persons. The Court finds that the Clerk of the Court entered default against Defendants on May 22, 2012 and Defendants have not sought to have such entry of default set aside in accordance with Mississippi Rule of Civil Procedure 55(c). The Court finds that the Plaintiff, BancorpSouth Bank, is entitled to a default judgment against Defendants, Davage J. Runnels, John A. McNeil Jr., James S. Olin, and John G. McNeil. *AS MORE fully set forth in the RECORD.* It is, therefore,

ORDERED AND ADJUDGED that judgment is hereby entered in favor of Plaintiff and against Defendants Davage J. Runnels, John A. McNeil Jr., James S. Olin, and John G. McNeil, jointly and severally, in the principal sum of \$1,094,900.27, for prejudgment interest in the amount of \$387,870.29, for post judgment interest at the contract rate of 5.25% per annum, for a

late fee in the amount of \$400.00, for attorney's fees in the amount of \$489,446.28, and for court costs, for all of which let execution issue.

ORDERED this the 21st day of September, 2012.


CIRCUIT COURT JUDGE

Document prepared by:

Michael E. Whitehead, MSB #8891
**PAGE, MANNINO, PERESICH &
McDERMOTT, P.L.L.C.**
759 Vieux Marche Mall (39530)
P.O. Drawer 289
Biloxi, Mississippi 39533
Telephone: 228.374.2100
Facsimile: 228.374.3838

FILED
SEP 21 2012

GAYLE PARKER
CIRCUIT CLERK
BY:  D.C.

Hand Delivered
RECEIVED
9-21-12
JTF

CIVIL CASE DISPOSITION REPORTIN THE CIRCUIT COURT OF Harrison COUNTY, MISSISSIPPISECOND JUDICIAL DISTRICTDocket No. 2011 - 57 242 CI Docket No. If Filed
File Yr. Chronological No. Clerk's Local ID Prior to 1/1/94*Date this action was filed 03/23/2011
Month/Day/Year*If dispositive of the original action that created this case, enter that date,
OR If this disposes of debt collection, modification, contempt, or other issues
addressed after the original filing, enter the date it was re-opened.Dispositive of all Parties? Yes ☒ No, only the following Party(ies) Davage J. Runnels, John A. McNeil, Jr., James S. Olin, &
(An attachment may be used
if there are numerous parties) John G. McNeil
No, only the following Attorney(s)Name Bar No.
Name Bar No.Enter Ruling Judge Bar No. 6140Date of Disposition 09 / 21 / 2012
Month Day YearAction: ☒ Ruling on Motion ☐ Ex Parte ☐ Temporary Hearing
☐ Contempt/Modification ☐ Settlement Conference ☐ Pre-Trial Conference
☐ Case Administration ☐ Discovery other than Motion ☐ Bench Trial
☐ Jury Trial ☐ Mediation OrderedDamages Awarded: Compensatory: \$ Punitive: \$

(List Amount or Range Letter):

Range A = 1¢-\$500 Range B = \$501-1,000 Range C = \$1,001-10,000 Range D = \$10,001-50,000 Range E = \$50,001-100,000
Range F = \$100,000-500,000 Range G = \$500,000-1,000,000 Range H = \$1,000,000+ Range O = -0-

Method of Disposition:

☒ Default Judgment ☐ Final Judgment/Decree ☐ Bankruptcy Discharged
☐ Summary Judgment ☐ Judgment by Stipulation ☐ Estate Closed
☐ Dismissed without Prejudice ☐ Agreed Judgment ☐ Fiduciary Appointed
☐ Dismissed with Prejudice ☐ Original Judgment Modified ☐ Guardian/Conservatorship Appointed
☐ Dismissed, Lack of Prosec. ☐ Vacating Previous Ruling ☐ Protective Order (Check if Domestic Violence ☐)
☐ Dismissed by Agreement ☐ New Trial Granted ☐ Commitment
☐ Change of Venue ☐ Foreign Judgment Closed ☐ Garnishment Issued
☐ Transferred ☐ Satisfaction of Judgment ☐ Garnishment Abeyance Order Issued
☐ Removed to Fed. Court ☐ Drivers License Reins./Hard. ☐ Garnishment Canceled: Bankruptcy
☐ Writ Issued ☐ Canceled ☐ Letters Rogatory
☐ Affirmed on Appeal ☐ Order of Mediation ☐ Case Consolidation
☐ Not Entered Yet ☐ Termination of Parental Rights ☐ Other(list) Was Child Support ordered in the disposition of the current matter? ☐ Yes ☒ No

If "Yes" was checked, make sure that Child Support Information Sheet was completed and submitted with the Civil Case Filing Form.

Case: 2016-2-1260-0000 Document: 1-10 Filed: 02/05/16 Page 188 of 198

1/20/2016

Harrison Circuit

CLOSED

**Mississippi Electronic Courts
Harrison County Circuit Court (Circuit Court - Biloxi)
CIVIL DOCKET FOR CASE #: 24CI2:11-cv-00057**

BancorpSouth Bank v. Sterling Development Company et al
Assigned to: Lisa P. Dodson

Date Filed: 03/23/2011
Date Terminated: 07/16/2015
Jury Demand: None
Nature of Suit: 45 Breach of Contract
Jurisdiction: General

Plaintiff

BancorpSouth Bank

represented by **Michael E. Whitehead**
Page, Mannino, Peresich & McDermott,
PLLC
759 Vieux Marche Mall
BILOXI , MS 39530
228-374-2100
Fax: 228-374-3838
Email: michael.whitehead@pmp.org
ATTORNEY TO BE NOTICED

V.

Defendant

Sterling Development Company L.L.C.

represented by **Lucian Hodges**
Luther, Collier, Hodges & Cash
4300 Bayou Blvd., Suite 33
PENSACOLA , FL 32503
850-473-2260
Fax: 850-473-2262
Email: lhodges@lchclaw.com
ATTORNEY TO BE NOTICED

Defendant

Davage J Runnels

TERMINATED: 09/21/2012

represented by **Sam Gaillard Ladd , Jr.**
Luther, Collier, Hodges & Cash LLP
501 Church Street
MOBILE , AL 36602
251-694-9393
Fax: 251-694-9392
Email: gladd@lchclaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Case: 24CI2:15-cv-00097 Document #: 30-3 Filed: 01/24/2016 Page 1 of 4

1/20/2016

Harrison Circuit

John A McNeil, Jr
TERMINATED: 09/21/2012

represented by **Sam Gaillard Ladd , Jr.**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

James S Olin
TERMINATED: 09/21/2012

represented by **Sam Gaillard Ladd , Jr.**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

John G McNeil
TERMINATED: 09/21/2012

represented by **Sam Gaillard Ladd , Jr.**
 (See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
11/02/2011	<u>1</u>	CASE DOCKET from 03/23/2011 to 11/02/2011. (Foster, Leigh Ann) (Additional attachment(s) added on 11/3/2011: # <u>1</u> Supplement) (Foster, Leigh Ann). (Entered: 11/02/2011)
11/02/2011	<u>2</u>	SUMMONS Returned Executed by John G McNeil P/S/P/S to John G. McNeil on the 24th day of October, 2011, in Okaloosa County of the State of Florida. (Foster, Leigh Ann) (Entered: 11/02/2011)
11/02/2011	<u>3</u>	AFFIDAVIT of Service for Summons served on John McNeil Jr. on October 26, 2011 at 3782 Village Lane, Birmingham AL, filed by Scott G. Hadly (Foster, Leigh Ann) (Entered: 11/02/2011)
11/02/2011	<u>4</u>	SUMMONS Returned P/S/P/S on John McNeil, Jr on 26th day of October, 2011 in Jefferson County, Alabama (Foster, Leigh Ann) (Entered: 11/02/2011)
11/02/2011	<u>5</u>	SUMMONS Returned P/S/P/S on Davage J Runnels on October 26, 2011 at 4399 Commons Drive W #100, Destin FL 32541 (Foster, Leigh Ann) (Entered: 11/02/2011)
05/03/2012	<u>6</u>	APPLICATION to Clerk for Entry of Default and Supporting Affidavit by Plaintiff BancorpSouth Bank (Attachments: # <u>1</u> Exhibit Affidavit of Michael Whitehead) (Whitehead, Michael) (Entered: 05/03/2012)
05/18/2012	<u>7</u>	ANSWER to Complaint by Sterling Development Company L.L.C.. (Hodges, Lucian) (Entered: 05/18/2012)
05/22/2012	<u>8</u>	NOTICE OF SERVICE of Interrogatories Propounded to Sterling Development Company, LLC by BancorpSouth Bank. (Whitehead, Michael) (Entered: 05/22/2012)
05/22/2012	<u>9</u>	NOTICE OF SERVICE of Request for Production of Documents Propounded to Sterling Development Company, LLC by BancorpSouth Bank. (Whitehead, Michael) (Entered: 05/22/2012)

Case: 24Cl215-cv-00097 Document# 30-3 Filed: 01/24/2016 Page 2 of 4

1/20/2016

Harrison Circuit

05/22/2012	<u>10</u>	Clerk's Docket ENTRY OF DEFAULT as to BancorpSouth Bank (MF) (Entered: 05/23/2012)
06/01/2012	<u>11</u>	ANSWER to Complaint by John G McNeil. (Ladd, Sam) (Entered: 06/01/2012)
06/01/2012	<u>12</u>	ANSWER to Complaint by John A McNeil, Jr. (Ladd, Sam) (Entered: 06/01/2012)
06/01/2012	<u>13</u>	ANSWER to Complaint by James S Olin. (Ladd, Sam) (Entered: 06/01/2012)
06/01/2012	<u>14</u>	ANSWER to Complaint by Davage J Runnels. (Ladd, Sam) (Entered: 06/01/2012)
06/11/2012	<u>15</u>	MOTION for Default Judgment as to John McNeil, Jr, James Olin, Davage Runnels and John G. McNeil by Plaintiff BancorpSouth Bank (Attachments: # <u>1</u> Exhibit Affidavit, # <u>2</u> Exhibit Affidavit) (Whitehead, Michael) (Entered: 06/11/2012)
07/06/2012	<u>16</u>	NOTICE of Hearing by BancorpSouth Bank (Whitehead, Michael) (Entered: 07/06/2012)
07/09/2012		Set/Reset Hearings: Hearing on motion for default(Michael Whitehead)set for 9/21/2012 09:00 AM in Gulfport Courtroom 3 before Judge Lisa P. Dodson. (Valdez, Shirley) (Entered: 07/09/2012)
09/21/2012	<u>17</u>	ORDER granting <u>15</u> BancorpSouth Bank's Motion for Default Judgment against Davage J. Runnels, John A. McNeil Jr., James S. Olin, and John G. McNeil. Signed by Judge Lisa P. Dodson on 09/21/2012. (LS) (Additional attachment(s) added on 9/21/2012: # <u>1</u> Civil Cover Sheet Civil Case Disposition Report) (LS). (Entered: 09/21/2012)
10/12/2012	<u>22</u>	MOTION to Set Aside Default by Defendants John G McNeil, John A McNeil, Jr, James S Olin, Davage J Runnels (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B, # <u>3</u> Exhibit C) (Ladd, Sam) (Entered: 10/12/2012)
10/17/2012	<u>23</u>	RESPONSE to Motion re <u>22</u> MOTION to Set Aside Default by BancorpSouth Bank. (Attachments: # <u>1</u> Exhibit 1) (Whitehead, Michael) (Entered: 10/17/2012)
10/17/2012	<u>24</u>	MOTION to Compel <i>Sterling Development Company LLC's Responses to Interrogatories and Requests for Production of Documents</i> by Plaintiff BancorpSouth Bank (Attachments: # <u>1</u> Exhibit 1) (Whitehead, Michael) (Entered: 10/17/2012)
11/07/2012	<u>25</u>	NOTICE OF SERVICE of Interrogatories Propounded to Plaintiff and Request for Production to Plaintiff by John G McNeil, John A McNeil, Jr, James S Olin, Davage J Runnels, Sterling Development Company L.L.C.. (Attachments: # <u>1</u> Defendants Interrogatories and Requests for Production to Plaintiff) (Ladd, Sam) (Entered: 11/07/2012)
05/03/2013	<u>27</u>	SATISFACTION OF JUDGMENT <i>Partial Release as to James Olin ONLY</i> by BancorpSouth Bank. (Whitehead, Michael) (Entered: 05/03/2013)
06/08/2015	<u>28</u>	Clerk's MOTION to Dismiss for Lack of Prosecution (LF) (Entered: 06/08/2015)
06/11/2015	<u>29</u>	RESPONSE in Opposition re <u>28</u> Clerk's MOTION to Dismiss for Lack of Prosecution by BancorpSouth Bank. (Whitehead, Michael) (Entered: 06/11/2015)

Case: 24Cl2-15-cv-00097 Document #: 30-8 Filed: 01/24/2016 Page 9 of 14

1/20/2016

Harrison Circuit

07/16/2015	<u>30</u>	ORDER Dismissing Case as to Defendant Sterling Development Company, LLC for Want of Prosecution <u>28</u> . Signed by Judge Lisa P. Dodson on 07/14/2015. (LS) (Entered: 07/16/2015)
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MEC Service Center			
Transaction Receipt			
01/20/2016 12:24:21			
You will be charged \$0.20 per page to view or print documents.			
MEC Login:	rj10697M	Client Code:	olin
Description:	Docket Report	Search Criteria:	24CI2:11-cv-00057
Billable Pages:	3	Cost:	0.60

IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT

JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10

DEFENDANTS

SUBPOENA DUCES TECUM

GREETINGS TO ANY LAWFUL OFFICER OR PROCESS SERVER:

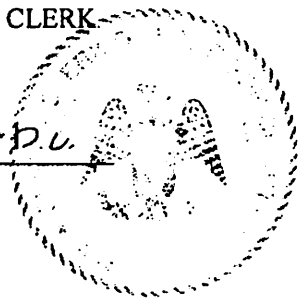
WE COMMAND YOU TO SUMMON Jason Walker, BancorpSouth, Inc., 2301 US-80, Pearl, Mississippi 39208, or 451 Fox Bay Drive, Brandon, Mississippi 39047, to produce to James E. Welch, Jr., Esq., at the law offices of Copeland, Cook, Taylor & Bush, P.A., 2781 C. T. Switzer Sr. Drive, Suite 200, Biloxi, Mississippi 39531, the documents identified in Exhibit "A" attached hereto, within fourteen days of service of this Subpoena Duces Tecum. These documents are to be used as evidence in a case pending in Circuit Court of Harrison County, Second Judicial District, wherein Luther Collier Hodges & Cash, LLP is the Defendant.

ISSUED UNDER MY HAND AND SEAL OF SAID COURT, this the 20th day of January,
2016.

CONNIE LADNER, CIRCUIT CLERK

BY: 

DEPUTY CLERK



Requested by:

James E. Welch, Jr., Esq., Miss. Bar No. 7090
COPELAND, COOK, TAYLOR & BUSH, P.A.
P.O. Box 10
Gulfport, MS 39502-0010
(228) 863-6101
Counsel for the Defendants

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

**JAMES S. OLIN; JOHN G. MCNEIL; AND
JOHN A. MCNEIL, JR.**

PLAINTIFFS

VERSUS

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP;
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1-10**

DEFENDANTS

EXHIBIT "A" TO SUBPOENA DUCES TECUM TO WALKER

1. All documents relating to the \$8,013,264.50 commercial loan ("loan") to Splash - Biloxi, LLC of September 21, 2006, excluding any personal financial information of the borrower/guarantors and any attorney-client communications.
2. All documents relating to the foreclosure following default on the \$8,013,264.50 loan to Splash - Biloxi, LLC, Loan Number 208000489918, excluding any personal financial information of the borrower/guarantors and any attorney-client communications.
3. All documents relating to the collection of the \$8,013,264.50 loan to Splash - Biloxi, LLC, following default and BancorpSouth Bank's efforts to collect the deficiency due on such note after foreclosure, excluding any personal financial information of the borrower/guarantors and any attorney-client communications.
4. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC. and their personal guaranty(s).
5. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from counsel for James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC. and their personal guaranty(s).
6. All correspondence, memos, e-mails, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from James S. Olin, John G. McNeil and/or John A. McNeil, Jr. after suit was filed in *BancorpSouth Bank v. Sterling Dev. Co., LLC*.

7. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) to or from BancorpSouth relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
8. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting actions taken by BancorpSouth after the discharge of Luther, Collier, Hodges & Cash, LLP as counsel for James Olin in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
9. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth (including its counsel) and Mark Donnell/Robert Mendes relative to the representation of James Olin.
10. All correspondence, memos, e-mail, faxes, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth (including its counsel) and Hayes Johnson relative to the representation of James Olin.
11. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) relating to the enforcement of the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to the commercial loans made to Splash-Biloxi, LLC., excluding attorney client communications.
12. All communications, correspondence, memos, e-mails, texts, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth and James S. Olin, John G. McNeil and/or John A. McNeil, Jr. relative to *BancorpSouth Bank v. Sterling Dev. Co., LLC.*
13. All communications, correspondence, memos, e-mails, tests, or other forms of written communication or documents (including electronically stored information stored in any medium from which information can be obtained) between BancorpSouth and any other person or entity (other than your attorney) regarding the default judgment in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*
14. All documents, (including electronically stored information stored in any medium from which information can be obtained) reflecting any defense to the action filed against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC.* on their personal guaranty(s), excluding attorney client communications.

Page 2 of 3
EXHIBIT "A"

15. All communications, correspondence, memos, e-mails, texts, or other written communication or documents, (including electronically stored information stored in any medium from which information can be obtained) not previously produced regarding the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr., excluding attorney client communications.
16. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to the failure to repay the commercial loans made to Splash-Biloxi, LLC. and the personal guaranty(s) of James S. Olin, John G. McNeil and/or John A. McNeil, Jr., excluding attorney client communications.
17. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to efforts by BancorpSouth to collect the judgment obtained in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
18. All communications, correspondence, memos, e-mails, texts, or other written communication or documents (including electronically stored information stored in any medium from which information can be obtained) reflecting or referring or relating to payment, in whole or in part, of the amounts sought in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
19. All documents, correspondence, memorandum, e-mails, faxes, texts, or other communications (including electronically stored information stored in any medium from which information can be obtained) which evidences efforts by James Olin to have the default judgment set aside in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.
20. All documents, including settlement agreements, memorandum of understanding, releases, covenants not to sue, settlement check, or similar documents reflecting the settlement between BancorpSouth of the claims asserted against James S. Olin, John G. McNeil and/or John A. McNeil, Jr. in *BancorpSouth Bank v. Sterling Dev. Co., LLC.*, excluding attorney client communications.

**IN THE CIRCUIT COURT OF HARRISON COUNTY, MISSISSIPPI
SECOND JUDICIAL DISTRICT**

JAMES S. OLIN

PLAINTIFF

VS.

CIVIL ACTION NO.: A2402-2015-97

**LUTHER, COLLIER, HODGES & CASH, LLP
LUCIEN HODGES; SAM GAILLARD LADD, JR.;
AND JOHN DOES 1 - 10**

DEFENDANTS

NOTICE OF HEARING

To: James E. Welch, Jr.
jwelch@cctb.com
Attorney for Defendants

Shirley Valdez, Court Administrator
svaldez@co.harrison.ms.us

PLEASE TAKE NOTICE that James S. Olin, Plaintiff in the above styled and numbered cause, will bring on for hearing his Motion for Recusal before Honorable Lisa P. Dodson, Harrison County Circuit Court Judge, on February 12, 2016 at 9:00 a.m. or when counsel can conveniently be heard at the Harrison County Courthouse, Second Judicial District, 730 Dr. Martin Luther King Jr. Blvd, Biloxi MS.

Respectfully Submitted, this the 3rd Day of February, 2016.

JAMES S. OLIN

BY: JOHNSON LAW PRACTICE, PLLC
s/R. Hayes Johnson, Jr.

CERTIFICATE OF SERVICE

I, R. Hayes Johnson, Jr., attorney for JAMES S. OLIN, Plaintiff in the above styled and numbered cause, do hereby certify that I electronically filed the foregoing with the Clerk of the Court using the MEC system, which electronically served the following attorney(s):

James E. Welch, Jr.
COPELAND, COOK, TAYLOR, & BUSH, P.A.
P O Box 10
Gulfport, Mississippi 39502-0010

This the 3rd Day of February, 2016.

/s/ R. HAYES JOHNSON, JR.
R. Hayes Johnson, Jr.
MSB No. 10697

JOHNSON LAW PRACTICE, PLLC
R. Hayes Johnson, Jr. (MSB #10697)
P. O. Box 717, Long Beach, MS 39560
1902 21st Avenue, Gulfport, MS 39501
228 868.5499-office/888-647-3665-fax
rhayesj@gmail.com